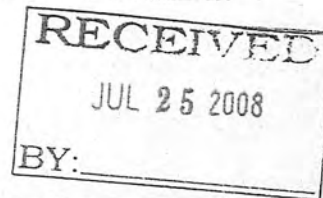


**WESTERN STATES OFFICE AND
PROFESSIONAL EMPLOYEES PENSION
FUND**

THIRD SUSPENSION APPLICATION

Exhibit 15
(Part 8 of 11)



29-W 1074

AGREEMENT

Between

**OPERATING ENGINEERS
MULTI-SERVICES ACCOUNT, RENO, NEVADA**

And

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

JULY 1, 2007 – JUNE 30, 2012



ARTICLE 12. JURY DUTY

Section 1. Employees impaneled in a jury and/or performing active jury duty shall be paid the difference between the jury pay received and his/her salary.

Section 2. An employee called for jury duty shall be permitted the required time off, with pay, to answer the jury panel requirements, but shall return to work immediately after the dismissal by the court.

Section 3. Employees required to appear in court on behalf of the Employer during their normal work week shall receive their regular straight time pay during such appearance. If employees appear in court on behalf of the Employer on their day off, they shall receive the appropriate overtime rate of pay for the time spent in making such appearance.

ARTICLE 13. MILEAGE

Employees who are required to use their own vehicles to travel during work hours performing Employers business, shall be paid mileage at the current IRS allowable rate per mile plus any expenses incurred such as parking and bridge tolls. Examples such as, but not limited to, commuting between various Employer offices, post office and bank.

ARTICLE 14. HEALTH & WELFARE PLAN

- (a) The monthly cost, effective July 1, 2007, for coverage for each employee and his/her dependents under the Operating Engineers Nevada Health and Welfare Trust Fund is Eight Hundred Twenty-Two Dollars (\$822.00). The cost of the July 1, 2008 increase to the Health Plan (determined to increase the rate to \$862.00/month) shall be paid by the Employer. Future increases after July 1, 2008, shall be diverted from the Employees' economic increase for that year.
- (b) 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. If an employee is laid off with less than seventy (70) hours work, the Health & Welfare premium shall be paid for the month in which the layoff occurred.

ARTICLE 15. 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, as noted in the Appendix "D."

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."

ARTICLE 15. PENSION PLAN - *continued*

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

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

Employees may divert any portion of their January 1, 2009, and subsequent annual economic increases to Pension, as allowed under ERISA, Plan Documents and any applicable State laws, by majority vote of the employees, to be effective the first of the month following such majority vote.

ARTICLE 16. SENIORITY

Seniority shall be defined as an employee's continuous length of service with her/his respective Employer.

In promotions where merit, ability and qualifications are approximately equal, the most senior employee shall be awarded the promotion. Within ninety (90) days, should the promoted employee be unable to perform the duties of the higher classification, the employee shall have the right to be demoted to his/her former or equivalent position without loss of seniority and the right to such employment shall not be jeopardized by reason of such demotion.

In laying off employees, the last person hired shall be the first person laid off provided those employees remaining have the ability required to perform the remaining work. In re-employing laid off employees, the last person laid off shall be the first person rehired, provided s/he has the ability necessary to do the available work.

Seniority shall not apply to any employees who have not been employed at least four (4) months continuously during the past twelve (12) month period. Voluntary quitting without leave of absence or discharge for cause terminates seniority. Layoffs due to lack of work do not break seniority unless such layoffs exceed nine (9) months.

If an employee is demoted to a lower classification, said employee shall have recourse to the grievance procedure (Article 21) of this Agreement. The promotion to, or demotion from, the Administrative Assistant classification shall not be subject to the provisions of this Article.

In the event of relocation of an office currently covered by this Agreement, employees at the previous location will be transferred to the new office location. In the event of relocation of a position(s) currently in an office covered by this Agreement, the affected employee(s) will be given first consideration for the position(s) at the new location, consistent with Article 3 of this Agreement.

Any employee who is relocated under this provision to a location that reasonable requires the employee to relocate his or her residence shall be given unpaid leave for up to three (3) workdays for the purpose of moving.

ARTICLE 33. 2008 ECONOMIC INCREASE and SUBSEQUENT OPENERS

Section 1. Effective January 1, 2008, the Employer shall grant an economic increase equal to four percent (4%), and the Employer will pay the Health & Welfare increase in the first year of the Agreement, namely the cost of the July 1, 2008 increase, which will increase to a monthly cost of \$862.00.

Any subsequent increases to the Health & Welfare premium effective January 1, 2009, or later, would be allocated from the 5% economic increase for that year, and any increases to the Health & Welfare premium effective January 1, 2010, or later, would be allocated from the 5% economic increase for that year.

The cost of the January 1, 2011 and January 1, 2012 increases to the Health Plans noted above shall be negotiated as part of the parties' Economic re-opener for those years.

Employees who already have ten (10) years of service will receive an additional \$0.10/hour. Employees who already have fifteen (15) years of service will receive an additional \$0.15/hour.

The Union shall have the right to allocate any remaining portion of the increase to pension, by majority vote of the bargaining units at each facility. Pension contribution increases would be effective the first of the month following such majority vote of the bargaining unit(s).

Section 2. It is hereby agreed by and between the parties that sixty (60) days prior to January 1, 2011, and January 1, 2012, the contract will be re-opened under a legal re-opener for the purpose of negotiation of Article 14 (Health & Welfare), Article 15 (Pension), and Article 32 (Economics) [and their related side letters/exhibits] only.

ARTICLE 34. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from July 1, 2007 until June 30, 2012, 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 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 June 30, 2007, unless the parties mutually agree to extend the term of the Agreement pending further negotiations.

The Employer agrees that in the event of the imposition of any governmental controls or regulations as to pay increases specified in this Agreement, said Employer shall make every effort to implement said pay increases to the extent provided in the Agreement and/or the law. Should such governmental regulations prevent the full application of the pay increases specified in the Agreement, the Employer agrees to reopen the Agreement for the purpose of negotiating pay and/or benefit changes, which will have the effect of carrying out the intent of this Agreement. 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.

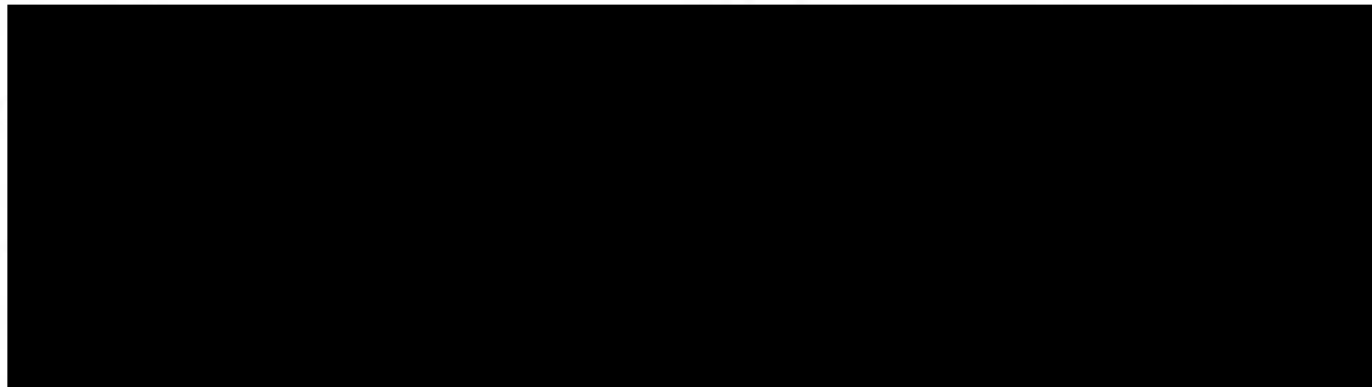
Signatories

FOR THE EMPLOYER:

OPERATING ENGINEERS
MULTI-SERVICES ACCOUNT,
RENO, NEVADA

FOR THE UNION:

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



GPG/lm(OE Multi-Services Nevada 07012007)
cwa:9415/afl-cio

APPENDICES

Appendix A -- Job Classifications and Minimum Wage Scales

Appendix B -- FMLA Rules

Appendix C -- Pre-Hire Drug Testing

Appendix D -- Pension Plan Contributions

APPENDIX "D"
PENSION CONTRIBUTIONS

The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund, for the account of each employee working under this Agreement for all straight-time hours worked.

Effective January 1, 2005, the pension contributions shall be Three Dollars and twelve cents (\$3.12) per hour.

Effective January 1, 2006, the pension contributions shall be Three Dollars and thirty-seven cents (\$3.37) per hour.

Effective January 1, 2007, the pension contributions shall be increased by twenty-five cents (\$0.25) per hour, totaling \$3.62 per hour, as allocated by majority vote of the bargaining unit from their 1/1/07 economic increase.

Effective January 1, 2008, the Employer agrees to contribute an additional ten cents (\$0.10) per hour, so that pension contributions shall total Three Dollars and Seventy-Two cents (\$3.72) per hour.

Employees may divert any portion of their January 1, 2009, and subsequent annual economic increases to Pension, as allowed under ERISA, Plan Documents and any applicable State laws, by majority vote of the employees, to be effective the first of the month following such majority vote.

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

Operating Engineers No. 3, the "Employer"
MULTISERVICES, NCSAC, RNTC

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:

From JULY 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.

EMPLOYER APPROVAL

UNION APPROVAL

Signature

Title

Date

Print Name

Signature

**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: OPERATING ENGINEERS LOCAL 3-MULTI SERVICES PLAN
Contract Person: JOYCE Y. LAU
Address: 1640 SOUTH LOOP ROAD
City, State & Zip: ALAMEDA, CA 94502
Telephone: (510) 337-3050 EXT: 3227

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

AGREEMENT
BETWEEN
CLERICAL AND FIELD REPRESENTATIVES UNION, AFL-CIO
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11
AFL-CIO

FOR THE PERIOD:

July 1, 2017

THROUGH

JUNE 30, 2020

Section 2. On July 1st of each year, annual increases shall be equal to the percentage of the increase for members of the OPEIU Local 11 covered by the NW Natural, Clark County, City of Vancouver and the United Labor Union Association (ULUA) Agreements. In the event that the Agreement(s) calls for a cent per hour increase, the percentage shall be calculated using the top rate of pay contained in the appropriate Agreements. New appendixes shall be produced annually.

ARTICLE 6. INSURANCE

Section 1. The Employer shall provide for the Medical Plan, Dental Plan and Vision Plan at no cost to all regular employees and their families as defined by the Western States Health & Welfare Trust Funds of the OPEIU. Additionally, the Employer shall provide to all regular employees, Accidental Death and Dismemberment, Long-Term Disability and Life Insurance. Employees shall continue a premium share equal to eleven cents (\$0.11) per compensable hour, excluding overtime, as voluntarily agreed to in the 2009 calendar year.

Section 2. An employee who can show credible evidence of other medical coverage may opt out of the Western States Health & Welfare Trust Funds of the OPEIU and the Employer shall contribute the same amount to a qualified retirement plan or at the employees' option, they may receive the same amount in additional wages. Such additional wages shall not be used when calculating future increases.

ARTICLE 7. RETIREMENT PLANS

Section 1. The Employer shall make contributions for each regular employee into the Western States Office & Professional Employees Pension Fund and the Western States 401(k) Retirement Fund of the OPEIU in the following amounts:

- 1.1 Contributions into the Western States Office & Professional Employees Pension Fund shall be a minimum contribution of four dollars and sixty-nine cents (\$4.69) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee, excluding overtime in any workweek.

Furthermore 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 Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of four dollars and sixty-nine cents (\$4.69) per compensable hour shall be in full force and effect.

If in any one year following the date of ratification the Employer's supplemental contribution is reduced or eliminated, the Employer shall contribute no less than fifty percent (50%) of the amount of the supplemental that was reduced or eliminated into the Western States 401(k) Retirement Fund of the OPEIU, for each eligible employee.

- 1.2 Contributions into the Western States 401(k) Retirement Fund of the OPEIU shall be a minimum contribution of three dollars and seventy-nine cents (\$3.79) per compensable hour, excluding overtime in any workweek.

- 1.2.1 Be it jointly advised that the above amounts be recognized as an incentive and that each employee, while not mandatory, consider self-contributing amounts into the 401(k) to insure a comfortable and dignified retirement. Any such self-contributing amount the Employer shall match up to ten cents (\$0.10) per compensable hour. Effective upon ratification.

Section 2. **Salary Diversion:** Any employee may elect to contribute any amount allowed by law into the Western States 401(k) Retirement Fund of the OPEIU. Such contribution will be on a pre-tax basis. Such election shall not alter the rate of pay as described in Appendix "A" to this Agreement, which shall be the basis for determining any wage increases, if any, in subsequent years of employment.

Section 3. No employee during the life of this Agreement shall suffer a reduction of Employer contribution or benefits by reason of adoption of this Agreement.

ARTICLE 8. VACATIONS

Section 1. Effective January 1st of each year, all employees shall receive vacation entitlement in accordance with the following vacation schedule:

- 1.1 Upon being hired employees shall receive two and a half (2½) days per quarter through the end of the first year of hire and may schedule vacation time after six (6) months of employment.

One (1) Year of Employment	Two (2) Weeks of Vacation
Three (3) Years of Employment	Three (3) Weeks of Vacation
Five (5) Years of Employment	Three (3) Weeks and Two (2) Days of Vacation
Six (6) Years of Employment	Three (3) Weeks and Three (3) Days of Vacation
Seven (7) Years of Employment	Three (3) Weeks and Four (4) Days of Vacation
Eight (8) Years of Employment	Four (4) Weeks of Vacation
Ten (10) Years of Employment	Five (5) Weeks of Vacation

Section 2. Vacation time of not more than the maximum annual entitlement may be set by the Executive Secretary-Treasurer (EST) for employees either at time of hire or at other such times as the EST may deem fit.

Section 3. An employee who works in excess of one thousand forty (1040) hours in the first year of employment shall count that year as year one (1) for vacation purposes.

Section 4. Every request for vacation time off shall be given due consideration and where possible, requested time will be granted. However, occasions may arise requiring an employee's request be denied.

Section 3. Regular employees issued a credit card shall only use those cards for work related activities and fuel. Abuse of credit cards issued by the Employer is grounds for immediate termination.

Section 4. Non-Salaried employees who are required to use their own vehicles while performing duties for the Office & Professional Employees International Union, Local 11 shall be reimbursed for mileage in accordance with IRS guidelines.

ARTICLE 15. DEFINITIONS

Section 1. **Regular Employees:** These are individuals, full-time and part-time; hourly or salaried; hired by the Executive Secretary-Treasurer (EST) on a permanent basis to assist in the running of the Local.

Section 2. **Inclement Weather:** The Employer shall not compel any employee to report to work during times of inclement weather. An employee who abuses the inclement weather policy will be notified in writing by the Executive Secretary-Treasurer (EST) that additional days off for inclement weather may be taken without pay or as a vacation day.

Section 3. **Seniority:** After successful completion of the probationary period, seniority shall be calculated from the original date of hire. Where all qualifications are equal, seniority shall be observed with respect to promotions, transfers and layoffs and scheduled time off.

ARTICLE 16. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2017 through June 30, 2020, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding.

As agreed this 25th day of July 2017

MC/dmt
opeiul1/afl-cio

June 29, 2015

Michael L. Richards, Executive Secretary-Treasurer
OPEIU Local 11
3815 Columbia ST
Vancouver, WA 98660

Dear Mr. Richards,

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

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

Please note that the new termination for this Agreement will be June 30, 2016.

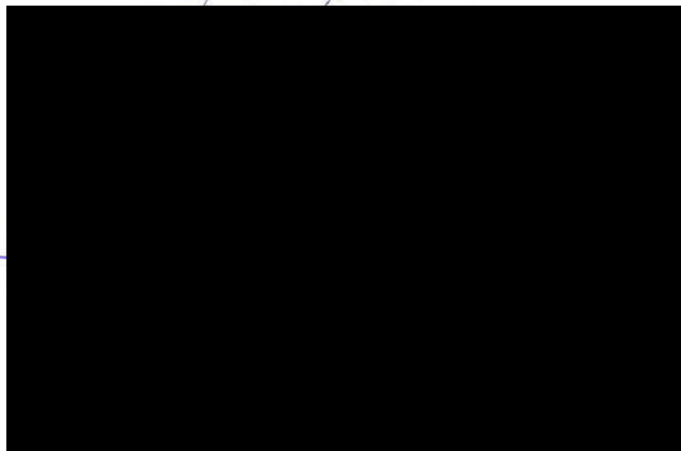
You may contact me with any questions.

Respectfully,

A large black rectangular redaction box covering the signature area.

7/26/16

RDW/dmt
opeiu11/afl-cio

A large black rectangular redaction box covering the signature area.

June 27, 2016

Michael L. Richards, Executive Secretary-Treasurer
OPEIU Local 11
3815 Columbia ST
Vancouver, WA 98660

Dear Mr. Richards,


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

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

Please note that the new termination for this Agreement will be June 30, 2017.

You may contact me with any questions.

Respectfully,


Rick D. Wilson
Union Representative

RDW/dmt
opeiu11/afl-cio

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

WS-2720
FEB 28 2011

**Employer
Participation
Agreement**

APR 14 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.

OPEIU Local 11
Name: MICHAEL L RICHARDS / OPEIU LOCAL 11
Contract Person: MICHAEL L RICHARDS, EX SEC-TREAS
Address: 3815 Columbia St
City, State & Zip: Vancouver, WA 98660
Telephone: 503-257-6691 x22

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): OPEN Locm #11

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

APR 14 2011

FEB 28 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

APR 14 2011

FEB 28 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: _____

Total number of employees not covered by a CBA: 3

Total number of employees in the classification: 3

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

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

4. Contribution rate for nonbargaining unit employees: 4.69/chr

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date: _____

List nonbargaining unit employees

277-0671

401

AGREEMENT

BETWEEN

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

AND

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

EFFECTIVE: DECEMBER 3, 1984

RECEIVED AUG 28 1986 PREAMBLE

THE PURPOSE OF THIS AGREEMENT IS TO PROMOTE THE HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND ITS EMPLOYEES, TO ESTABLISH RATES OF PAY, HOURS OF WORK, CLASSIFICATION, AND OTHER CONDITIONS OF EMPLOYMENT. THE TERM 'EMPLOYEE' SHALL INCLUDE ALL HOURLY RATED OFFICE PERSONNEL OF THE EMPLOYER. THE EMPLOYER AND THE UNION AGREE THAT THE PROBLEM ARISING WITHIN THE RANKS OF ORGANIZED LABOR SHALL BE SETTLED WITHIN THE CONFINES OF THE LABOR MOVEMENT. IT IS ALSO AGREED THAT THE EMPLOYER AND THE UNION HAVE MUTUAL INTEREST SINCE THEY ARE BOTH PART OF THE AMERICAN LABOR MOVEMENT. BOTH PARTIES TO THIS AGREEMENT SHALL FEEL FREE TO CALL UPON ONE ANOTHER FOR ADVICE AND ASSISTANCE IN ALL MATTERS RELATING TO ORGANIZED LABOR.

RECOGNITION

THE EMPLOYER AGREES TO RECOGNIZE THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 277, AFL-CIO, AS THE SOLE BARGAINING AGENT WITH RESPECT TO HOURS, WAGES AND WORKING CONDITIONS OF ALL EMPLOYEES COMING UNDER THE JURISDICTION OF THIS AGREEMENT.

Scan
→ Steve

ARTICLE XIV

PENSION PLAN

SECTION 1. THE EMPLOYER AGREES TO CONTRIBUTE TO THE WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND AS GRANTED BY THE LOCAL EXECUTIVE BOARD AND NO LESS THAN THE AMOUNT CONTRIBUTED AND IN EFFECT ON THIS DATE DECEMBER 3, 1984.

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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



ARTICLE XV

DURATION

SECTION 1. THIS AGREEMENT SHALL BECOME EFFECTIVE AND SHALL REMAIN IN FORCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS. AT THE END OF SAID PERIOD AND AT THE END OF EACH YEARLY PERIOD THEREAFTER, THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY FOR A PERIOD OF ONE (1) YEAR UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF DESIRE TO TERMINATE OR AMEND SAME AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL DATE.

SECTION 2. DURING NEGOTIATIONS, THIS AGREEMENT SHALL CONTINUE IN FULL FORCE UNTIL A NEW AGREEMENT HAS BEEN OBTAINED AND ANY ADDITIONAL BENEFITS NEGOTIATED SHALL BE MADE RETROACTIVE TO THE EXPIRATION DATE OF THIS AGREEMENT.

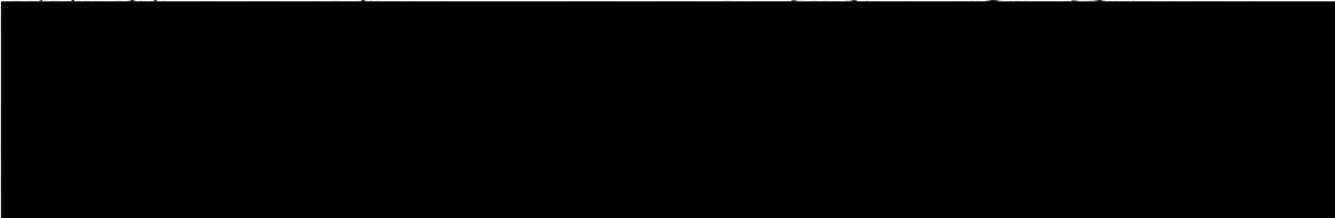
SECTION 3. THIS AGREEMENT SUPERCEDES AND RENDERS VOID ALL PREVIOUS AGREEMENTS, WHETHER WRITTEN OR ORAL, BETWEEN THE PARTIES HERETO.

SECTION 4. IT IS AGREED BETWEEN THE PARTIES THAT SHOULD ANY CHANGE OCCUR IN THE STRUCTURE OF THE ORGANIZATION OF THE EMPLOYER, THIS AGREEMENT SHALL BE ASSIGNED TO AND BE BINDING ON THE SUCCESSOR OF THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 277.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS
AND SEALS ON THIS 3RD DAY OF DECEMBER, 1985.

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

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



OPEIU 277
AFL-CIO

277-0671

0401
J

AMENDMENT - 1/86 - ADDED SECTION 2 AND 3

ARTICLE XIV

PENSION PLAN

SECTION 1. THE EMPLOYER AGREES TO CONTRIBUTE TO THE WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND AS GRANTED BY THE LOCAL EXECUTIVE BOARD AND NO LESS THAN THE AMOUNT CONTRIBUTED AND IN EFFECT ON THIS DATE DECEMBER 3, 1984.

SECTION 2. THE EMPLOYER AGREES TO REVIEW THE CURRENT CONTRIBUTION EACH JANUARY FOR CONSIDERATION IN ADDITIONAL FUNDING.

SECTION 3. THE EMPLOYER AGREES TO CONTRIBUTE TO THE WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION FUND EFFECTIVE JANUARY 1, 1986 AND ADDITIONAL \$10 PER EMPLOYEE PER MONTH FOR A TOTAL CONTRIBUTION OF \$30.00 PER EMPLOYEE PER MONTH.

WS 0671

✓

Office & Professional Employees International Union, Local 277

AFL-CIO, CLC

641 N. Cherry Lane ■ Fort Worth, Texas 76108
Tel: 817-246-4981 ■ Fax: 817-246-2940



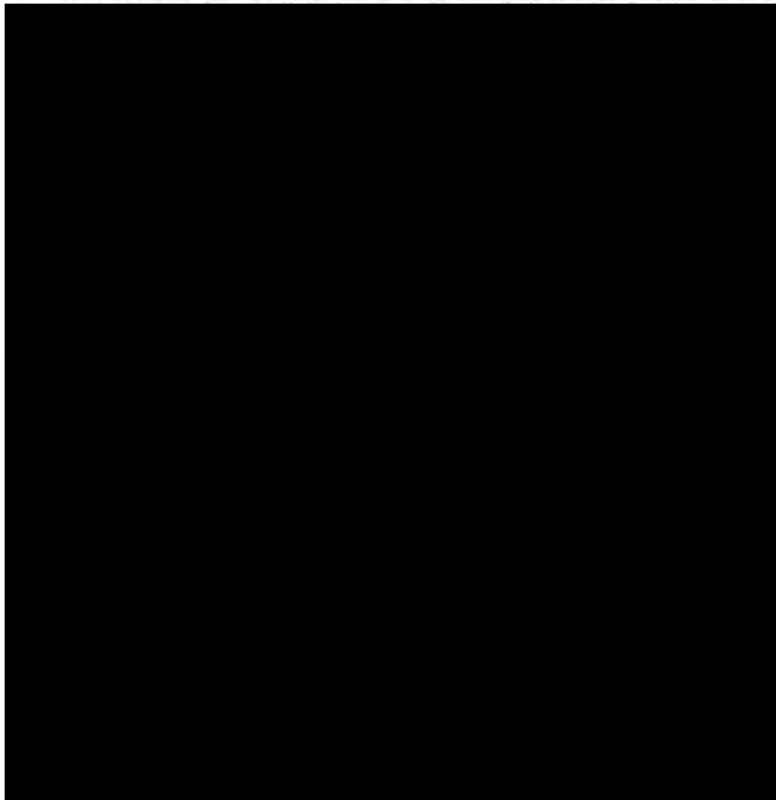
Becky L. Turner
President, Bus. Mgr.

Margo D. Peel
Sec.-Treas., Assist. Bus. Rep.

Gene T. Patton
Vice President

MEMORANDUM OF AGREEMENT

Effective 01/01/2012 OPEIU 277 agrees to contribute on behalf of each of its participants the amount listed on the Supplemental Contribution Schedule provided by the Trustees of the Western States OPEIU Pension Fund. Should Contribution Schedule change in any subsequent years, Local 277 shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases Local 277 from the obligation to pay according to any Contribution Schedule, then the pension contribution shall revert to the amount Supplemental Contribution.



Western States Office and
Professional Employees
Pension Fund

277-
WS 0671

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: Office & Professional Employees International Union, Local 277
Contract Person: Becky L. Turner
Address: 641 N. Cherry Lane
City, State & Zip: Fort Worth, TX 76108
Telephone: (817) 246-4981

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*): UNION OFFICE.

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): OFFICE & PROFESSIONAL EMPLOYEES
INTL. UNION LOCAL 277.

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

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

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

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

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


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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 

Print Name: E

Title: P

Date Signed: 0

APPROVED AND

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

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: Professional Administration

Total number of employees not covered by a CBA: 4

Total number of employees in the classification: 4

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

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

N/A

4. Contribution rate for nonbargaining unit employees: \$30.00 Per Week

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date: 08-10-11

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

WS 0774

OFFICE STAFF

AGREEMENT

A&I RECEIVED

JUL 14 2015

between

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

And

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 9415**

November 1, 2013 – October 31, 2016



ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES *(continued)*

- (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-four (24) months.
- (j) Work in a higher classification is to be paid at the higher rate of pay 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 questions, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 29 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.
- (m) Wages will be reopened November 1, 2014 and November 1, 2015.

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 permanent eligible employee working under this Agreement the sum of ninety-eight (98) cents per hour for part-time employees. All part-time employees' pension contributions shall not exceed the weekly rate for regular full-time employees. Employer agrees to contribute the sum of Eighteen Dollars and seventy-two cents (\$18.72) per week for all regular full-time employees.
- (b) Eligibility coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.
- (c) The Employer shall pay an amount equal to 21% of the full-time employees' salaries into the Trust Fund known as "Office and Professional Employees International Union Pension Plan".
- (d) 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 12. PENSION PLAN (continued)

- (e) 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 for the Pension Plan.
- (f) Pension will be reopened November 1, 2104 and November 1, 2015.

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) weeks notice in writing or one weeks 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 shall 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 six (6) months.
- (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 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 14. SEVERANCE PAY

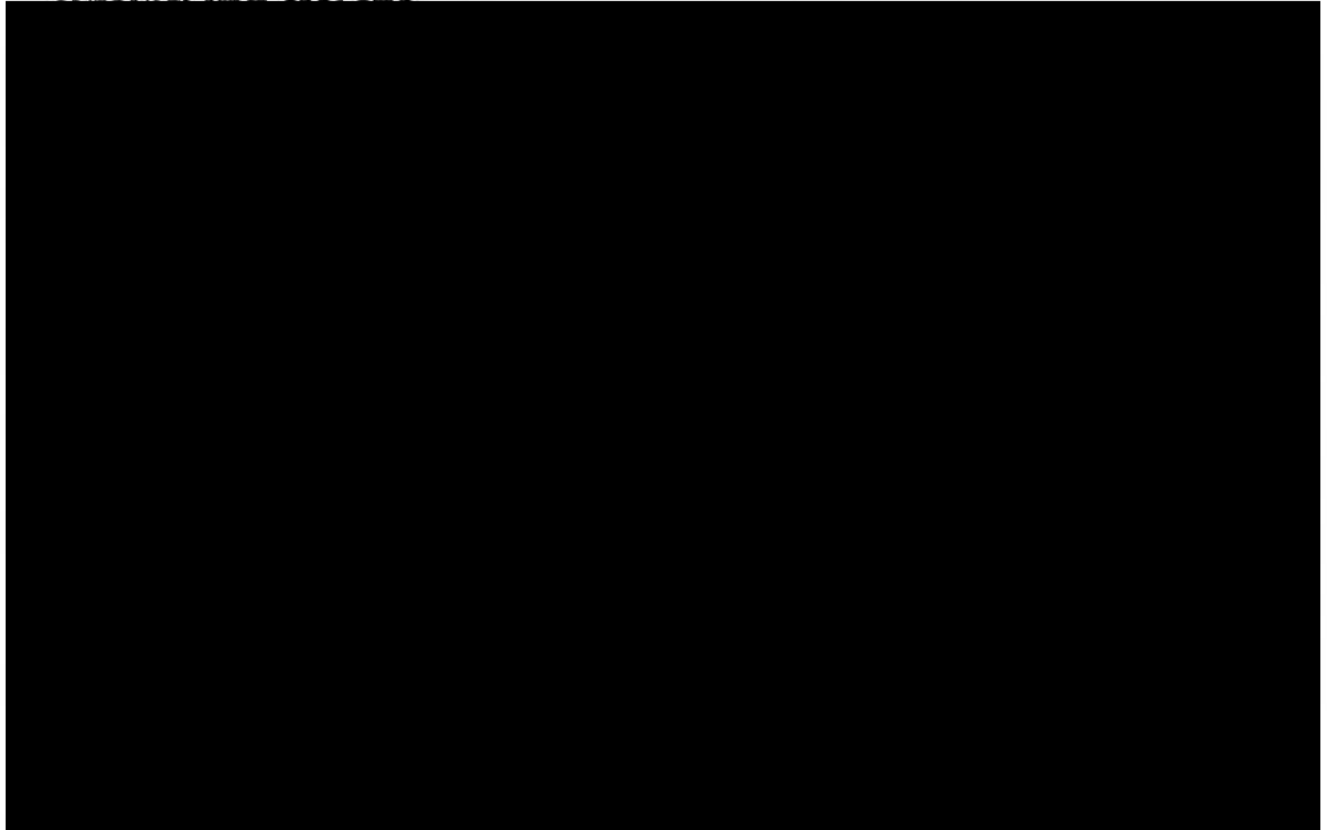
In the event of a merger, amalgamation of job positions or office closure directly causing the abolishment of a job, the employee(s) shall receive one (1) weeks pay for each year of employment with a maximum severance pay of ten (10) weeks where the employee is not immediately employed by the resultant Union or offered reasonable employment, and where the employee(s) is not eligible for full Social Security retirement benefits. This article shall not apply to new hires until they are employed five (5) years.

ARTICLE 36. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2013, through October 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. 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.

**FOR THE EMPLOYER
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, 29 AFL-CIO, CLC**

**FOR THE UNION
COMMUNICATION WORKERS
OF AMERICA**



Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

WS 0774

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU LOCAL 29, the "Union; and
OPEIU LOCAL 29, the "Employer"

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

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

Effective Date: February 1, 2014

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.

PGS/lm(RehabAdopt2012)
cwn:9415/afl-cio

Western States Office and
Professional Employees
Pension Fund

MAR 08 2011

29-6774 Employer
Participation
Agreement

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

1. Employer Information.

Name: OPEIU LOCAL 29
Contract Person: TAMARA R. RUBY, PRESIDENT / BUSINESS MGR
Address: 1321 HARBOUR BAY PARKWAY Suite 104
City, State & Zip: ALAMEDA CA 94502
Telephone: 510 995 1429

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

MAR 08 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND 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 08 2011

FEB 17 2011

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

EMPLOYER PARTICIPATION AGREEMENT

ATTACHMENT B: NONBARGAINING UNIT EMPLOYEES

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

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

Classification: _____

Total number of employees not covered by a CBA: 0

Total number of employees in the classification: 1

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

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

4. Contribution rate for nonbargaining unit employees: _____

EMPLOYER SIGNATURE:

Print Name:

Title:

Date:

List nonbargaining unit employees

OP 30

US 0702

0702

CWA CONTRACT

O.P.E.I.U. LOCAL 30

CLERICAL EMPLOYEES

September 1, 2012 through August 31, 2017

A & I RECEIVED
NOV 2 2012

ar:opeiu: 537 af-cio, clc/Local 30 2012/doc

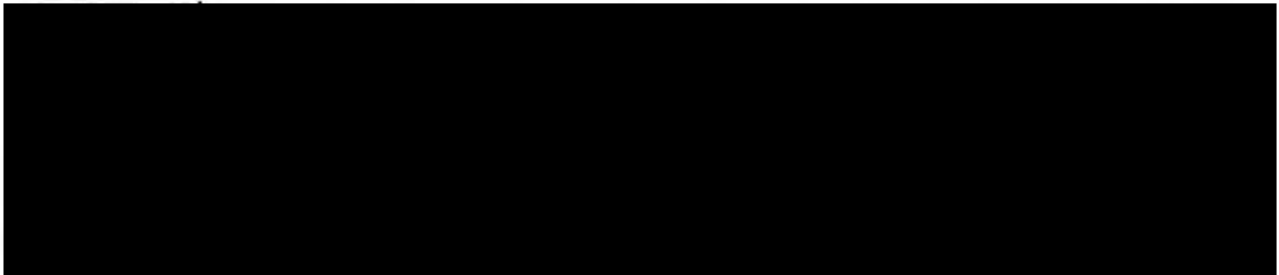
ARTICLE 22 - CWA C.O.P.E.

The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for CWA Committee On Political Education (COPE) fund. Such voluntary contributions shall be forwarded to CWA Local 9000 monthly by check payable to CWA COPE-PCC, along with a listing of persons who donated such monies.

ARTICLE 23 - DURATION

This Agreement shall be in full force and effect on and after the FIRST day of SEPTEMBER, 2012, to and including the 31st OF AUGUST, 2017; and shall be renewed from year to year unless the Union or Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, THE PARTIES BEING DULY AUTHORIZED HAVE
HEREUNTO SET THEIR OFFICIAL SEALS, DULY ATTESTED, THIS _____ DAY OF



Local 9000 AFE-CIO, CLE

EXHIBIT C

PENSION-RETIREMENT FUND

SECTION 1. Effective **September 1, 2012**, the sum of **\$3.50** per hour shall be paid by the Employer into the Office and Professional Employees International Union Local 30/537 Retirement Plan for each eligible employee.

SECTION 2. Such payments also shall be made for employees on paid vacations, holidays or sick leave.

SECTION 3. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the applicable documents and the Agreement of Trust dated the 1st day of June, 1962, including any modifications or amendments thereto, and further agree that the Fund's Board of Trustees is authorized to represent the parties to this Agreement and the employee beneficiaries thereto.

It is agreed that the above obligations exist without necessity of executing any additional written instrument.

SECTION 4. With a minimum of thirty (30) days' notice, the Employer may offer a 401(k) plan in addition to any other pension plans already in effect. The terms and conditions of said 401(k) plan shall be determined by the employer.

SECTION 5. Effective September 1, 2010 the Employer shall contribute 12% of gross wages to the Western States Office & Professional Employees Pension Plan for all eligible employees.

LETTER OF UNDERSTANDING

To ensure proper funding levels and coverage for bargaining unit members covered under the Western States Office and Professional Employees Pension Fund (FUND), the parties agree as follows:

Effective with the April 2010 hours paid, the Employer agrees to contribute on behalf of each employee covered by the Fund, 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 Contributions Schedule change in the subsequent year of this agreement the Employer will adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Exhibit C, Section I.

AGREED, OPEIU LOCAL 30



**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: OPEIU Local 30
Contract Person: Walter Allen or Charlotte Kilgore
Address: 705 W. Arrow Hwy 2nd floor
City, State & Zip: Claremont, Ca 91711
Telephone: 909-624-0199

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

8 + 23 merge



ADP/Ko notes
9-1-13

OPEIU Local 23
WSO/STIS

OPEIU Local 8
WSO/STIS
OP23

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 23, AFL-CIO *Union*

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 8, AFL-CIO *— employees*

FOR THE PERIOD OF

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

OPEIU Local 23 – 2602 N. Proctor, Suite 203 – Tacoma, WA 98407
Phone: 253-472-8712 or 1-800-622-4631
FAX: 253-471-0506

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.

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 17 – PENSIONS

Section 17.1. The Employer agrees to and shall be bound by all the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized Joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall make the following contributions:

- a. Effective September 1, 2013: The Employer shall contribute \$6.12 per compensable hour into the Western States Office and Professional Employees Pension Fund (\$3.40 hourly contribution and \$2.72 per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan) into the Western States Office and Professional Employees Pension Fund on behalf of all eligible Staff, not to exceed thirty-five (35) hours in any week.

Section 17.2. Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust. 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 signatories to the Trust Agreement of the aforesaid Trust Fund.

Section 17.3. Effective September 1, 2009, one dollar and ten cents (\$1.10) per compensable hour shall be made by the Employer for each regular full-time and each regular part-time employee covered by this Agreement to a Supplemental Pension or IRA Fund as agreed by employees.

The parties agree to reopen this Section only for negotiations in December 2014.

ARTICLE 18 – NON-DISCRIMINATION

Section 18.1. The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Office and Professional Employees International Union, Local No. 23.

Section 18.2. 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.

ARTICLE 24 – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from September 1, 2013, through August 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 section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED the 31st of January 2014.

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 23,

**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. *Office and Professional Employees*

Name: International Union Local No 8
Contract Person: Suzanne Mode, Business Mgr
Address: 2800 - 1st Ave #304
City, State & Zip: Seattle, WA 98121-1114
Telephone: (206) 441-8880

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.

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

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AUG 17 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: Business Manager 4th
Director of Organizing

Total number of employees not covered by a CBA: 2

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:

Such employees are considered
management

4. Contribution rate for nonb _____

EMPLOYER SIGNATURE:

Print Name: _____

Title: _____

Date: _____

List nonbargaining unit employee _____

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COLLECTIVE BARGAINING AGREEMENT

between

**International Union of Operating Engineers,
Local No. 428**

and

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



May 1, 2015 through April 30, 2017

the Federal Mediation and Conciliation Service, within (10) days after the conclusion of the Step Two meeting.

Step Four: If the grievance is not settled in Step Three the matter shall then be submitted to the Federal Mediation and Conciliation Service with a request to furnish the names of five (5) persons qualified to act as mediators. When said list has been presented the Union and the Employer shall each reject two (2) names on the list. The remaining or fifth (5th) person shall be selected as an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any term or condition of the collective bargaining agreement. The arbitrator's fees shall be borne equally by the parties.

ARTICLE XXII - PENSION

Section 1. Effective May 1, 2015, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund the amount of one dollar and ten cents (1.10) cents per hour worked on behalf of all employees.

The Employer agrees to continue his portion of the total contribution to the General Pension Fund of the International Union of Operating Engineers on behalf of all employees. The Employers contributions shall be made on the effective date hereof, except for employees serving their one-hundred-eighty (180) day probationary period in whose cases contributions shall begin on the first of the month following the completion of their one-hundred-eighty (180) day probationary period but will be retroactive to their ninety-first (91) day of employment.

Section 2. The provisions of this Article 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 three (3) days per week or ninety-six (96) hours or more per month shall be covered by the provisions of this Article.

Section 4. The Employer and the employees agree to be bound by the terms and provisions of the trust agreement and amendments thereto, of the Western states Office and Professional Employees Trust Fund and its rehabilitation plan. However; If additional monetary increases or fees are deemed necessary or are required, they will be deducted from the negotiated wage package figure herein. It is agreed that (OPEIU 30) will give the Union, (Local 428) 60 days advance notice; in writing of proposed changes to the contribution rate.

Section 5. **May 1, 2015**

Amounts. Effective on the dates below and monthly in accordance with the provisions of the Trust Agreement, the employer shall pay the sum indicated below for each hour worked by employees covered under the provisions of this agreement to the Trustees of the Operating Engineers Local No.428 Pension Trust Fund:

May 1, 2015 - \$0.25

May 1, 2016 - \$0.25 **

May 1, 2017 - \$0.25 **

** Additional contributions to the fund will be deducted from wages by mutual agreement by the Union (Opeiu) and the Employer (Local 428) with not less than 30 days prior to May 1st of years 2016 and 2017.

Employer's Obligations.

The said payment by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained in Article 21, hereof, and shall not be deemed to be a dispute concerning wages, hours or working conditions.

Declaration of Trust. The parties shall cause the said Trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, creating the said Operating Engineers Local No. 428 Pension Trust Fund for the duration and the term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust Plan itself.

The Employer signatory hereto agrees to the appointment as his representative the Trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local No. 428 Pension Trust Fund as Employer representatives and further agrees that they shall be bound by all the terms and conditions of said Agreement, and Declaration of Trust dated January 25, 1963, and as amended thereafter, and to all amendments thereto during the term hereof.

The parties agree that the Defined Benefit Plan of the Operating Engineers Local 428 Pension Trust Fund will be terminated at the earliest possible time it can be done without impairing the participants' and beneficiaries' full accrued benefits and necessary expenses for effecting the termination. At such time as a qualified actuary, selected by the Board of Trustees, advises the Trustees that the Plan's assets are sufficient to support the purchase of annuity contracts from a qualified insurance or other financial services company with a rating of not less than A+ from at least two (2) prominent rating services, that will guarantee payment of the accrued benefits of the participants and beneficiaries, the Trustees shall secure approval from applicable federal agencies, (U.S. Department of labor, Internal Revenue Service and/or Pension Benefit Guarantee Corporation) to enter into such agreements with such company as may be necessary or advisable to effect the direction of this section. The direction of this section shall not be subject to arbitration by or among the Trustees and shall proceed without further direction of the bargaining parties. The parties will execute an irrevocable amendment to the Trust Agreement providing for the foregoing.

ARTICLE XXIII – 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 XXIV – SEVERABILITY

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

ARTICLE XXV – DRUG TESTING

Employees shall be subject to the same drug testing policies that the Employers membership is subject to.

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

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

International Union of Elevator
Constructors, Local 25

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101

Operating Engineers JATC



May 1, 2014
to and including
April 30, 2017

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

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

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

ARTICLE 20 – PENSION

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

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

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

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

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

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

ARTICLE 25 – TERM OF AGREEMENT

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

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

For the Union:

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL**

For the Employers:

**COLORADO BUILDING AND
CONSTRUCTION TRADES UNION**

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

**Employer
Participation
Agreement**

51
WS 1162

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. OPERATING ENGINEERS JATC

Name: Colorado Journeyman & Apprentice Trng. for Operating Engineers

Contract Person: Mike Smith

Address: 990 Kalamath St., P.O. Box 40008

City, State & Zip: Denver, CO 80204

Telephone: 303-623-3194, Ext. 12

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): REGISTERED APPRENTICESHIP.

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): COLORADO JOURNEYMAN AND APPRENTICESHIP TRAINING FOR OPERATING ENGINEERS

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

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

1 employees covered by the collective bargaining agreement; and

 employees who are not covered by the collective bargaining agreement.

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

Michael Parmelee, Co-Chair

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

OPEIU LOCAL 11

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FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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



Western States Office and
Professional Employees
Pension Fund

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WS 2840 AUG 12 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:

Western OR + SW Washington
Painters Trust apprenticeship trust

Contract Person:

William Regan

Address:

12687 NE Whitaker Way

City, State & Zip:

Portland OR 97230

Telephone:

503-287-4856

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): nonprofit training center

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

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

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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.

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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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MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

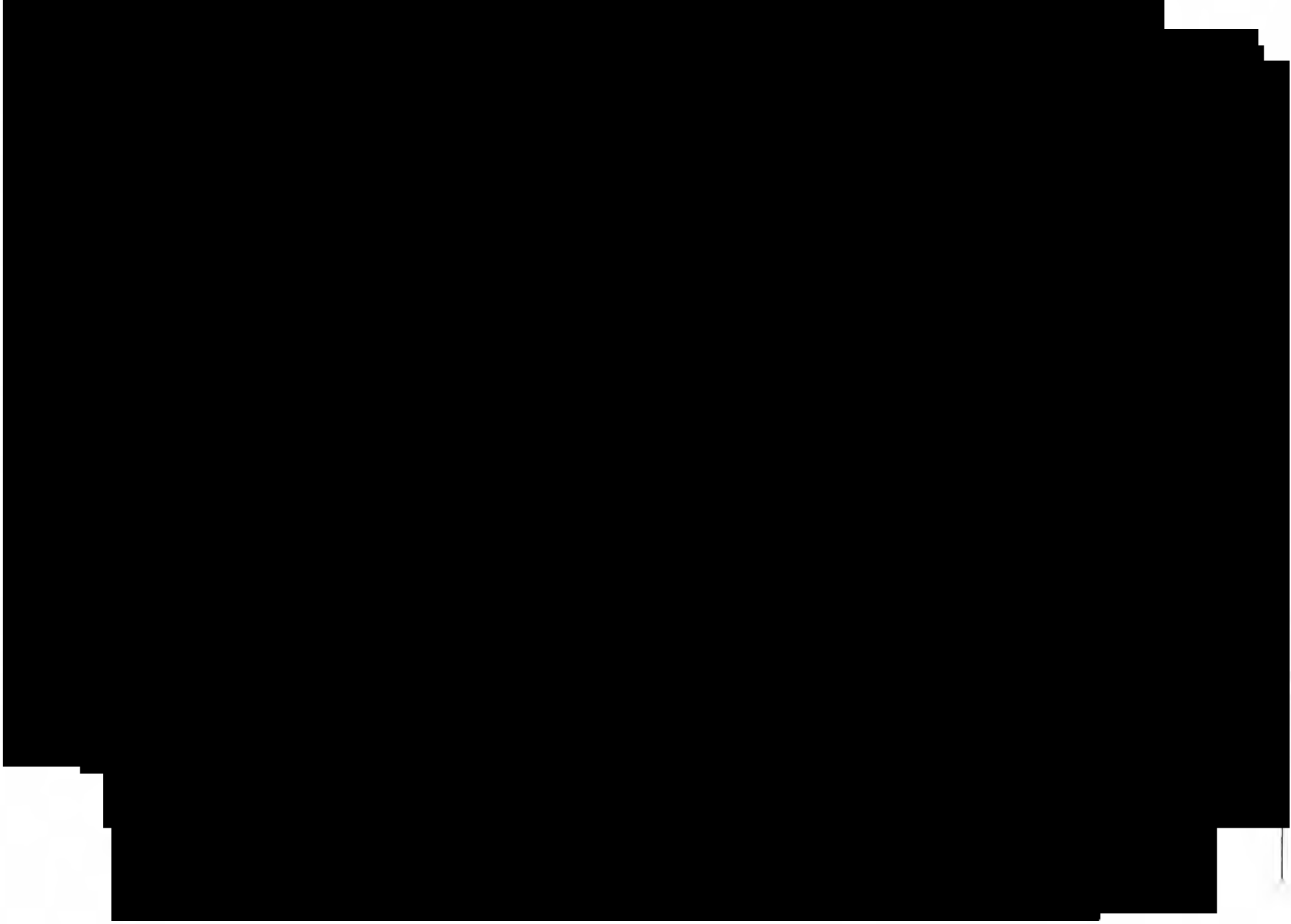
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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



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

MAR 02 2011

11-2800

**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: Oregon Federation of Nurses and Health Professionals
Contract Person: Linda Rohman
Address: 2045 SE Ankeny St
City, State & Zip: Portland, OR 97214
Telephone: (503) 651-9974

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

A & I RECEIVED

JUN 15 2011

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Oregon Federation of Nurses and Health Professionals

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

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

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

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

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

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

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APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

A & I RECEIVED

JUN 15 2011

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

OPEIU LOCAL 11

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MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

OPEIU LOCAL 11

APR 13 2016

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

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



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

11-2780
FEB 11 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name: Oregon AFL-CIO
Contract Person: _____
Address: 2110 State St
City, State & Zip: Salem OR 97301
Telephone: 503-585-6320

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.

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): Oregon 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

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

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

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVE

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS 1184 ✓

AGREEMENT BETWEEN

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 381**

AND

**PLUMBERS & PIPEFITTERS LOCAL UNION NO. 344
TRAINING CENTER**

September 18, 2012 through September 17, 2014

opeiu #381
afl-cio

MAR 06 2013

employee shall receive an additional day of vacation.

10.6 Vacation time not to be accumulated over a period of more than one (1) year. Employee may accept pay in lieu of vacation if at the end of the calendar year, employee has been unable to take vacation due to emergency or hardship in the office.

10.7 Time of vacation shall be mutually agreed to by employer and employee. Employee must submit written request, at least fifteen (15) days prior to actual vacation time, except in emergency situations. Employee shall receive vacation pay on the last day worked prior to taking vacation.

10.8 In the event an employee covered by this Agreement is discharged, severs her/his connections, dies, retires, or enters military service, the vacation credits earned and accrued shall be prorated and paid in cash to the member or his beneficiary.

ARTICLE 11

SICK LEAVE

11.1 The payment of paid sick leave allowance to employees is to safeguard against the loss of pay due to sickness, and shall be paid only in case of illness.

11.2 Employer agrees to grant employees with six (6) months employment, or more, sick leave of one (1) paid day for each month's service. Sick leave shall be cumulative up to eighty (80) days for which the employee shall be paid. Permanent part-time employees shall accrue sick leave on a pro-rata basis.

11.3 Sick leave shall be extended by mutual agreement between the employer and the employee or Union.

11.4 Employees absent three (3) consecutive paid sick leave days shall, upon the request of employer, furnish a physician's certificate.

11.5 Sick leave can be used for maternity purposes.

ARTICLE 12

COMPASSIONATE LEAVE

12.1 In case of death in the immediate family, an employee shall be granted a reasonable leave of absence with pay, not to exceed one week and not to be charged against sick leave. Any additional time may be charged against vacation time, at employee's discretion, without the fifteen (15) day notice that is required in Article 10.7 of this Agreement. Immediate family to be defined as: husband, wife, child, grandchild, father, mother, sister, brother, mother-in-law, or father-in-law.

ARTICLE 13

INSURANCE

13.1 Employer agrees to participate in and each employee shall be covered by Workmen's Compensation Insurance as provided under Workmen's Compensation Laws of the State of Oklahoma.

13.2 Employer agrees to contribute to the Oklahoma Employment Security Commission on the employees covered by this Agreement.

13.3 Employees covered by this Agreement will be covered by the same medical benefits, and the same life insurance benefits, as provided for the members of Plumbers and Pipefitters Local Union No. 344.

ARTICLE 14

PENSION PLAN

14.1 Employer agrees that all full-time employees covered by this Agreement will participate in the OPEIU Western States Pension Plan. The employer will make contributions in behalf of employees

in amounts identical to those required for Journeyman members of Plumbers and Pipefitters Local Union No. 344 to participate in the Plumbers and Pipefitters National Pension Fund. While the Plan remains in "critical status", all contributions in excess of \$5.14 per hour shall be contributed to the Local 344 Annuity Fund or 401(K) Plan in behalf of employees.

14.2 The Employer and the Union agree to adopt the OPEIU Western States Pension Rehabilitation Plan Schedule as of October 1, 2012. The Employer agrees to contribute to the Plan at the rates required under this Agreement and the applicable Rehabilitation Plan schedule. The Parties agree that the adoption of the Rehabilitation Plan is effective for the duration of this Agreement and any renewals or extensions hereafter.

14.3 Employer agrees that all employees covered by this Agreement will participate in the Local 344 Annuity Fund. The employer will make contributions in behalf of employees in amounts identical to those required for Journeyman members of Plumbers and Pipefitters Local Union No. 344.

14.4 Employer agrees that all employees will be allowed to participate on a voluntary basis in the Local 344 401(K) Plan. The employer agrees to make the appropriate wage deductions from the employees' salaries and remit those amounts as contributions in the same manner and under the same conditions as provided for Journeyman members of Plumbers and Pipefitters Local Union No. 344.

ARTICLE 15 **JURY DUTY**

15.1 Employees absent on Jury Duty shall receive their regular salary plus their jury service check if the Employer requires the Employee to continue performing their regular duties during the course of their Jury Duty. Furthermore, the aforementioned Employee shall not suffer loss of seniority during such absence. If the Employer does not require the Employee to continue performing their regular duties during the course of their Jury Duty, then the Employee shall receive the difference of their jury service check and the regular salary from Employer.

ARTICLE 16 **LEAVES OF ABSENCE**

16.1 Leave of absence not exceeding thirty (30) days may be granted if mutually agreed upon by the Union and the Employer. Failure to comply with this provision will result in complete loss of seniority rights of the employee involved. An extension of time exceeding thirty (30) days may be granted if mutually agreed upon by the Union and the Employer.

16.2 The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, not to exceed thirty (30) days, extension shall be granted if mutually agreed upon by the Union and the Employer.

16.3 Employees with one (1) or more years service will be granted leave of absence without pay or, at the employee's discretion, with the use of available sick and/or vacation pay, for a period of not longer than six (6) months, with credit for such absence toward seniority, if they return to work at the end of the six (6) month leave for the following reasons: for placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

16.4 In the event employee on maternity leave applies for work before the expiration of the leave, Employer will make every reasonable effort to return employee to former job or its equivalent; however, if Employer is unable to return employee to work prior to end of maternity leave, employee shall be kept on the waiting list and returned to former position at the end of maternity leave.

ARTICLE 20
SEPARABILITY

20.1 If any provision of this Agreement is held invalid under any State or Federal Law, the remainder of the Agreement shall not be affected thereby.

ARTICLE 21
EMPLOYER'S RIGHT TO MANAGE

21.1 The Employer shall have the right to manage its employees.

ARTICLE 22
RENEWAL

22.1 This Agreement shall become effective September 18, 2012, and shall remain in effect and full force until the 18th day of September, 2014. At the end of said period, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a period of one year, unless either party gives written notice of desire to terminate or amend same at least ninety (90) days prior to renewal date.

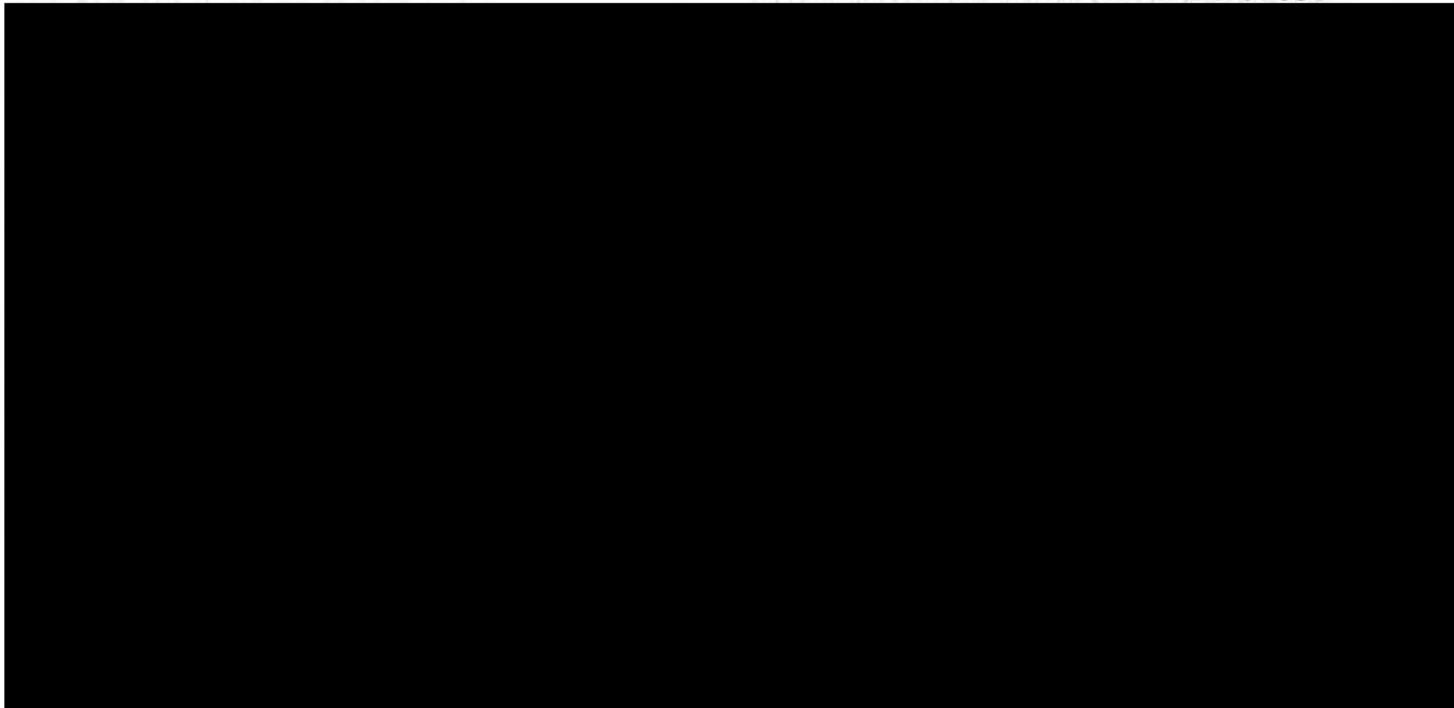
22.2 During negotiations, this Agreement shall continue in full force until a new Agreement has been obtained, and any additional benefits negotiated shall be made retroactive to the expiration date of the Agreement.

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SIGNED THIS 6th DAY OF March, 2013.

PLUMBERS AND PIPEFITTERS
LOCAL 344 TRAINING CENTER

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 381



MAR 06 2013

Western States Office and
Professional Employees
Pension Fund

W31184

Employer
Participation
Agreement

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

1. Employer Information.

Name:

Contract Person:

Address:

City, State & Zip:

Telephone:

Plumbers + Pipefitters 344 JATC
Beverly Miller or Mike Liston
5315 S. Shartel Ave.
Oklahoma City OK 73109
405-632-5629

2. Local Information.

Employer has a collective bargaining agreement with Local Union 381 (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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5. Employer Representations. The Employer makes the following representations to the Board in support of the Employer's request for participation:
- a. Employer is a (insert form of business): Apprenticeship Program
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): Plumbers and Pipefitters Training Center
 - c. Employer elects to participate in the Plan as a contributing employer.
 - d. Employer now has the following employees (insert number):
2 employees covered by the collective bargaining agreement; and
_____ employees who are not covered by the collective bargaining agreement.
 - e. Employer will distribute to its employees all documents, forms and/or notices that are required to be distributed to Plan participants and/or Plan beneficiaries, by the Plan, law or regulation.
 - f. Employer acknowledges and agrees that if the Employer provides a qualified retirement plan for employees not covered by a collective bargaining agreement, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.
6. In consideration of approval of this application, the Participating Employer and the Board covenant and agree as follows:
- a. Employer acknowledges that it has received a copy of the Plan and is familiar with the terms of the Plan. The Plan, as currently stated and any future amendments, is hereby adopted by the Participating Employer and the Board and incorporated into this Agreement.
 - b. Employer agrees to make contributions at the rate now in effect, or as subsequently amended, and to comply with, and be bound by, all Plan terms and provisions as currently stated and any future amendments adopted during Employer's participation in the Plan. Employer hereby waives any defense based on the statute of limitations. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACC

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND A

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

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**AGREEMENT
BETWEEN
P & S CREDIT UNION
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11
AFL-CIO**

**FOR THE PERIOD
JUNE 1, 2017 THROUGH MAY 30, 2020**

OPEIU LOCAL 11
NOV 24 2017
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Section 4. In order to promote consistency in the progressive disciplinary process, the following steps are viewed as appropriate for the correction of behavior for infractions which are not deemed to be subject to immediate issuance of a Warning Letter, suspension or termination:

- Verbal warning and/or written documentation to personnel file.
- Employee warning letter, a copy of which is to be given to the Union office.
- Union Representative and the employee.
- Termination.

4.1 An employee has the right to Union representation at an investigatory interview which the employee believes may result in disciplinary action.

ARTICLE 14. HEALTH & WELFARE PLAN

Section 1. Effective June 1, 2014 and for the duration of this Agreement, employees shall receive health care coverage under the P & S Credit Union Health & Welfare Plan negotiated by the P & S Credit Union (yearly). If at any such time Health & Welfare rates become too high, the employee may have to pay a portion of the health & welfare plan premium.

ARTICLE 15. RETIREMENT PLANS

The Employer agrees to continue a contribution amount per the employees' years of service as detailed below (see Grid-A) and in addition the eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehabilitation Plan and Supplemental Contribution Schedule, per compensable hour worked including vacation, sick leave and holidays, on behalf of each eligible employee per month to the Western States Office & Professional Employees Pension Fund. Newly hired employees are eligible for the Western States 401(k) Retirement Fund of the OPEIU contributions the first day of the month following their ninety (90) day probationary period.

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 detailed in the grid below, per compensable hour shall be in full force and effect.

GRID "A"

	June 1, 2017	June 1, 2018	June 1, 2019
10-years of service or more	\$1.25	\$1.25	\$1.25
5-years of service and up to 10-years of service	\$1.00	\$1.00	\$1.00
New Hire and up to 5-years of Service	\$0.50	\$0.50	\$0.50

The Employer agrees to contribute the amount per the employees' years of service as detailed below (see Grid-B) to the Western States 401(k) Retirement Fund of the OPEIU; or any other mutually agreed to qualified retirement fund; for each compensable hour, excluding overtime. Newly hired employees are eligible for the Western States 401(k) Retirement Fund of the OPEIU; or any other mutually agreed to qualified retirement fund; contributions the first day of the month following their ninety (90) day probationary period.

GRID "B"

	June 1, 2017	June 1, 2018	June 1, 2019
10-years of service or more	\$1.25	\$1.25	\$1.25
5-years of service and up to 10-years of service	\$1.00	\$1.00	\$1.00
New Hire and up to 5-years of Service	\$0.75	\$0.75	\$0.75

ARTICLE 16. 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 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 as that performed by a man, the same rate of pay shall prevail.

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

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

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

ARTICLE 18. RATES OF PAY

Section 1. The Employer agrees to pay to its employees the wage scales herein established and shown on Schedule "A" to this Agreement and shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant.

1.1 Across the Board Wage Adjustments:

1.1.1 Effective June 1, 2017 all bargaining unit employees shall receive an increase to their current wage rate, equivalent to the Salt Lake City Utah CPI-U

ARTICLE 23. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from the date hereof through June 1, 2020 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, and any other provisions to the contrary notwithstanding.

As agreed this 14 day of NOVEMBER 2017.

P & S Credit Union

**Office & Professional Employees
International Union, Local 11**

MD/dmt
opeiul1/afl-cio

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

APR 11 2011

11-8284

**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: PES CREDIT UNION
Contract Person: BRENDA L VAN HOORN
Address: 2250 S. REDWOOD RD #6
City, State & Zip: SALT LAKE CITY, UT 84119
Telephone: 801-973-0575

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.

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

July 1, 2016 through June 30, 2019

AGREEMENT BETWEEN

PACIFIC NORTHWEST IRONWORKERS FEDERAL CREDIT UNION

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 11

AGREEMENT entered into this 1st day of JULY, 2016 between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, a Local Union of the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and the PACIFIC NORTHWEST IRONWORKERS FEDERAL CREDIT UNION, its successors and assigns, hereinafter referred to as the "Employer".

PREAMBLE

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

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

ARTICLE 1. RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all office employees within the jurisdiction of the Office & Professional Employees International Union, Local 11.

ARTICLE 2. UNION SECURITY

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

Section 2. The Employer further agrees that all new employees hired subsequent to the date of signing of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment become and remain members of the Union in good standing.

ARTICLE 3. HIRING OF EMPLOYEES

Section 1. The Employer shall notify the union whenever there is a vacancy.

Section 2. The Employer agrees to notify the Union of the names of new hires within the first payroll period.

OPEIU LOCAL 11
AUG 10 2016
RECEIVED

ARTICLE 12. HEALTH & WELFARE – DENTAL – OPTICAL – PRESCRIPTION

Section 1. The Employer will guarantee to pay a maximum of one thousand three hundred eighty five (\$1,385.00) dollars per month, per employee, for negotiated benefits coverage of the Western States Health & Welfare Trust Funds of the OPEIU (QP), Dental (UCR Plan) and Optical for the life of this Agreement provided thirty (30) days written notice is given by the Trust. The Employer will reimburse the employees for "out of pocket" premium expenses retroactive to July 1, 2008. Any premium increases over and above this amount must be borne equally by the employee and the Employer.

Section 2. The Employer payments will only be made for eligible employees who are regularly scheduled to work twenty (20) or more hours per payroll week. All compensable hours count toward the Health & Welfare eligibility rule.

For employees hired after date of ratification of this Agreement, the Employer payments will only be made for eligible employees who are scheduled to work thirty-two (32) or more hours per payroll week.

Section 3. Nothing contained in the Article shall prohibit the Employer from seeking and implementing Health & Welfare coverage other than that provided by the Western States Health & Welfare Trust of the OPEIU, provided the benefits offered are substantially equal and the change does not result in a lapse of coverage.

ARTICLE 13. RETIREMENT PLANS

Section 1. The Employer agrees to contribute for each eligible employee to the Western States 401 (k) Retirement Fund of the OPEIU the amount(s) specified in Schedule "A" per compensable hour, excluding overtime.

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

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 of the following month. The contributions are to be stated on forms provided by the Western States 401(k) Retirement Fund of the OPEIU.

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

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 affect collection.

Section 9. Employer contributions shall commence on the hiring date for 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. The Employer agrees to contribute for each eligible employee to the Western States Office & Professional Employees Pension Fund the amount(s) specified in Schedule "A" per compensable hour, excluding overtime.

Section 12. At such time the Western States Office & Professional Employees Pension Fund recovery plan has been satisfied, the Employer shall increase the contribution rate to the Western States Office & Professional Employees 401(k) Retirement Fund up to an additional two dollars and ninety six cents (\$2.96).

Section 13. For employees hired after ratification of this Agreement, the eligibility rule for contribution to the plans specified in the Article shall be the same as the eligibility requirement for the Health & Welfare benefit in Article 12.

Section 14. The Employer, in accordance with the Trust Agreement rules may, during the life of this Agreement, withdraw from the Western States Office & Professional Employees Pension Fund and shall send notice to the pension fund administrators. Should the Employer withdraw, then in exchange they shall contribute to a mutually acceptable plan the amount specified in Schedule "A" on behalf of each bargaining unit employee. Revisions and/or adoptions of new policies shall be discussed with the Union prior to adoption by the Employer and are subject to negotiations between the parties.

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 15. 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.

SCHEDULE "A" *

	Start	6 Months	12 Months	24 Months	36 Months
Effective 7/1/2016 – 6/30/2018	65%	70%	80%	90%	100%
Teller	9.75	10.50	12.00	13.50	15.00
Member Service Representative	11.21	12.08	13.80	15.53	17.25
Member Service Manager	11.83	12.74	14.56	16.38	18.20
Collector	11.21	12.08	13.80	15.53	17.25
Branch Manager					
Spokane	11.41	12.29	14.04	15.80	17.55
Seattle	13.91	14.98	17.12	19.26	21.40

The Start, and 6, 12 and 24 months rates are calculated as a percentage of the 100% rate. At no time shall an employee start below the state minimum wage.

Effective July 1, 2016 all employees shall receive an increase of 3%

Effective July 1, 2017 all employees shall receive an increase of 3%

Effective July 1, 2018 all employees shall receive an increase of 3%

As an additional benefit to all permanent employees covered under this labor Agreement, all loans made to the employee shall be made at a two percent (2%) rate reduction from the current available rate of interest.

*The wage scales herein established shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant. And be it further agreed that all employees over scale shall receive the wage increases negotiated above. All merit increases, exclusive of existing programs, shall be non-contractual and hereafter, the Grandfather Clause shall apply to only those who were over scale April 1, 1975.

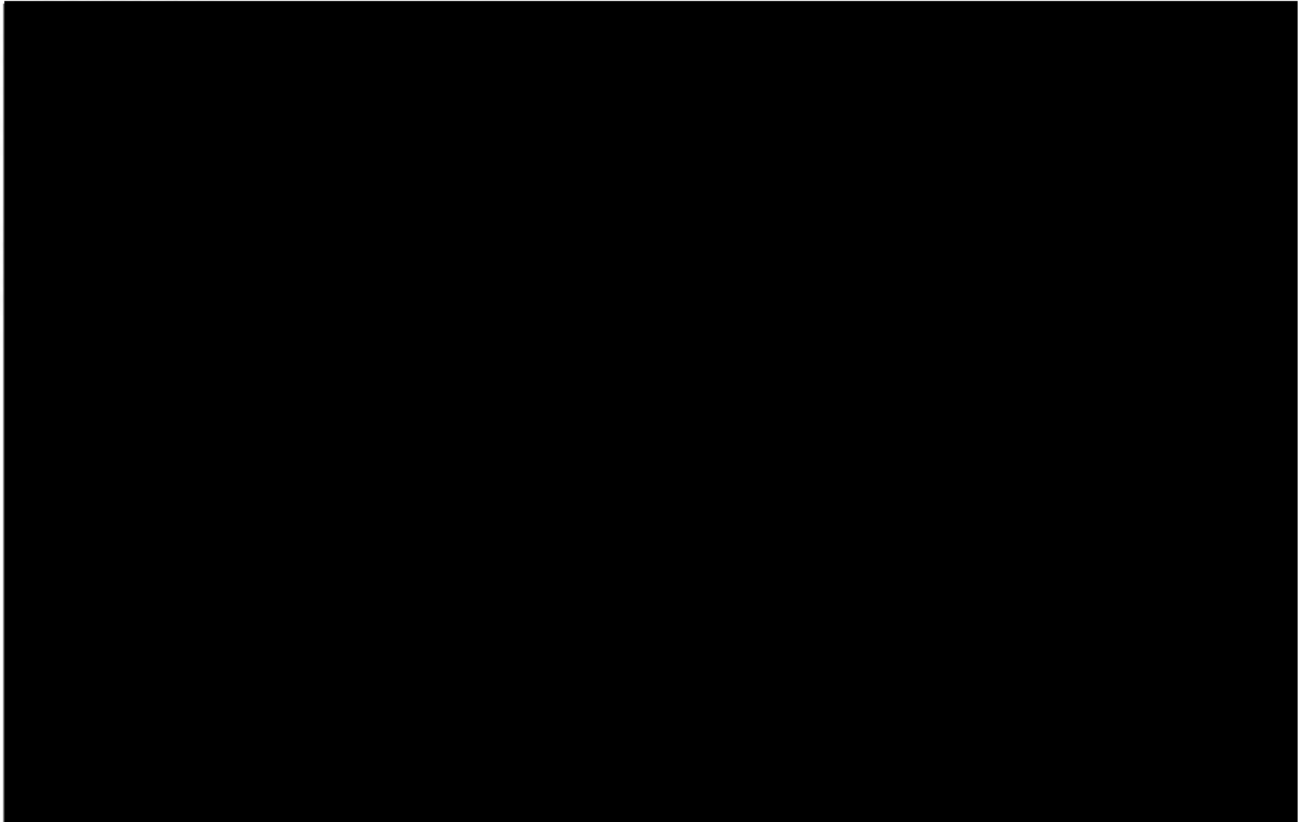
Western States 401(k) Retirement Fund of the OPEIU Contribution Rate	
Effective July 1, 2016	\$1.48
Western States Office & Professional Employees Pension Fund Contribution Rate	
Effective July 1, 2016 – Member contribution	\$3.70
Effective July 1, 2016 – Pension Surcharge	\$2.96

TEMPORARY EMPLOYEES: A temporary employee shall not be paid less than minimum wage.

Temporary employees are employees who are hired for a period of time which is agreed on and specified at the time of hiring, in writing, by the Employer to the Union. The employees shall receive the temporary rate of pay as indicated above. These employees do not receive any fringe benefits as outlined under the working conditions of this Agreement.

ARTICLE 22. TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date to its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with the Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of the 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.



MD/dmt
opeiu11/afl-cio



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

A & I RECEIVED

JUL 0 8 2015

May 1, 2015

Teri Robinson
PNW Ironworkers FCU
11620 NE Ainsworth
Portland, OR 97220

Dear Ms. Robinson:

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

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

Please note that the new termination for this Agreement will be June 30, 2016

If you have any questions, please contact our office.

Sincerely,

Matthew E. DeVore
Union Representative

MED/dmt
opeiu11/afl-cio

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

FEB 16 2011

11-3582

**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:

Pacific NW Ironworkers FCU

Contract Person:

Ken Robinson

Address:

11020 NE Alameda Cir #400

City, State & Zip:

Portland OR 97230

Telephone:

503.774.3548

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.

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

APPROVAL OF PARTICIPATION AGREEMENT

FEB 16 2011

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE

Print Name

T

Date Sign

APPROV

CO-CHAIR SIGNATURE

Print Name

Date Sign

CO-CHAIR SIGNATURE

Print Name

Date Sign

FEB 16 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: CEO

Total number of employees not covered by a CBA: 1

Total number of employees in the classification: 1

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

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

0

4. Contribution rate for nonbargaining unit employees: 3.70

EMPLOYER SIGNATURE: 

Print Name: _____

Title: _____

Date: _____

List nonbargaining unit employees in _____

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

OPEIU LOCAL 11

APR 13 2016

RECEIVED

FOR THE PERIOD

April 1, 2016

THROUGH

March 31, 2019

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

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. EDUCATION

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

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

ARTICLE 17. NON-DISCRIMINATION

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

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

ARTICLE 24. TERMINATION AND RENEWAL

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

As agreed this 31st day of March 2016:

UNITED LABOR UNION

OFFICE & PROFESSIONAL

A

ARTICLE 14. RETIREMENT PLANS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. HEALTH AND SANITATION

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

ARTICLE 16. NON-DISCRIMINATION

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

MEMORANDUM OF UNDERSTANDING

between

United Labor Union Association (ULUA)

and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

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

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

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

This Memorandum of Understanding shall be in full force and effect from the date of signing.



Western States Office and
Professional Employees
Pension Fund

11-
2860

Employer
Participation
Agreement

WS 2860

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
NOV 11 1991

1. Employer Information.

Name: _____
Contract Person: PAINTERS LOCAL NO. 10
Address: 1105 N.E. SANDY BLVD.
City, State & Zip: PORTLAND, OREGON 97220
Telephone: (503) 257-0589

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): Local Union.

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

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

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

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

1 employees covered by the collective bargaining agreement; and

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

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

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

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.

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

THIRD SUSPENSION APPLICATION

Exhibit 15
(Part 9 of 11)

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

APRO

APPROVED AND

EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

IVE

APPROVED

TEES

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

elie

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

AUG 25 2015

COLLECTIVE BARGAINING AGREEMENT

between

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

WS 0634

and

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

WS 0635

and

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



September 1, 2013 through August 31, 2016

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

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

ARTICLE XXIII - PENSIONS

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

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

ARTICLE XXIV - UNION SHOP CARD

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

ARTICLE XXV - SEVERABILITY

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

ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE

Section 1.

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

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

ARTICLE XXVII - DURATION

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

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

APPROVED BY EMPLOYER (PROFESSIONAL)

OFFICE AND PROFESSIONAL EMPLOYERS

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

**Employer
Participation
Agreement**

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

1. Employer Information.

FEB 25 2011

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

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

AGREEMENT

Between

PIEDMONT GROCERY COMPANY

And

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

October 31, 2014 – October 30, 2017



SECTION 14. HEALTH & WELFARE PLAN - continued

14.2 Employer will reimburse the employee for co-payments for medical visits and prescriptions, on a per occurrence basis, upon presentation of proper receipt.

14.3 "Eligible employee" is defined as a regular employee (having completed his/her probationary period) who has been employed for a minimum of eighty (80) hours in the preceding calendar month.

14.4 By mutual agreement, the parties may withdraw from the existing welfare fund and place eligible active employees in any mutually agreeable benefit plan for the purpose of providing a comparable level of benefits for active employees within the framework of the monies set forth above.

SECTION 15. PENSION PLAN

15.1 As of the effective date of this Agreement, the Employer will pay Four Dollars and sixty cents (\$4.60) per hour based on straight-time hours worked for each eligible employee into the Western States Office and Professional Employees Pension Fund. It is understood that such payments are made on the condition that they continue to qualify under rules and regulations of the Internal Revenue Service as being deductible to the Employer. Hours on which such payments are made shall include paid hours of vacation, holiday, sick leave, jury duty or funeral leave.

Effective August 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.

15.2 An employee, to be eligible for participation, must be on the payroll of the Employer on the first (1st) day of the calendar month and have been continuously employed by the Employer during the preceding calendar month and must be paid for sixty four (64) or more straight-time hours each succeeding and consecutive calendar month thereafter.

The maximum pension contribution per eligible employee: Based on Four Dollars and sixty cents (\$4.60) per hour, shall be One Hundred Eight-four Dollars (\$184.00) per week and increasing each year with contractual increases. By a majority vote, the bargaining unit members may divert money from wage increases to pension providing such selection is made within thirty (30) days of the ratification vote.

SECTION 15. PENSION PLAN – continued

15.3 **401(k) Option** – On or about January 1, 1998, but in no event later than March 1, 1998, the Company will make authorized deductions from employee wages to a qualified 401(k) Plan. Interested and eligible employees are to complete enrollment in the Plan and submit the necessary authorization forms to the company indicating the amount to be deducted no later than December 1, 1997. All payroll deductions shall be made in conformance with the provisions of the Plan and the law. The Company's sole obligation under the Plan shall be to make authorized deductions and forward the monies to the Plan with whatever documentation is required.

No Company contributions will be required and any and all administrative fees shall be the responsibility of the employees. Loan repayments to an employee's account shall be the sole responsibility of the employee. Under no circumstances will the Company be required to make payroll deductions for loan repayments.

SECTION 16. JURY DUTY

16.1 An employee who is called and reports for jury duty shall receive the difference between jury duty pay and his regular rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

16.2 In the event an employee is relieved from jury duty at a time which will permit him to return to work, he shall be obligated to return to work unless specifically excused by the Employer.

SECTION 17. STRIKES AND LOCKOUTS

17.1 The Union agrees that during the term of this Agreement, there will be no strikes, slowdowns or work stoppages. The Employer agrees that during the term of this Agreement, it will not engage in any lockouts.

17.2 The Union shall not be liable for any strike, slowdown, or work stoppage unless:

- (a) The Union, its Secretary-Treasurer or a duly elected or appointed Business Agent participates in, authorizes or approves it; or
- (b) Not having participated in, authorized or approved any strike, slowdown, or work stoppage, the Union, its Secretary-Treasurer or duly elected or appointed Business Agent, fail to take reasonable and prompt steps to endeavor to terminate the strike, slowdown or work stoppage.

17.3 Any employee who participates in a strike, slowdown or work stoppage not authorized by the Union may be discharged without recourse to the arbitration procedure, except on the issue of whether he did participate therein.

This Agreement shall remain in full force and effect October 31, 2014 through October 30, 2017, and shall be renewed automatically from year to year thereafter, provided that either party hereto may reopen this Agreement for changes and amendments or terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to date of expiration.

PIEDMONT GROCERY COMPANY OFFICE & PROFESSIONAL EMPLOYEES

By

D

2014–2017

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

**Employer
Participation
Agreement**

29-0030

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: Piedmont Grocery Company
Contract Person: Lien Ly
Address: 4038 Piedmont Ave.
City, State & Zip: Oakland, CA 94611
Telephone: 510-653-8187

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MAY 2 5 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVE

EMPLOYER SIGNATURE

Print Name

Date Signed

APPRO

CO-CHAIR SIGNATURE

Print Name

Date Signed

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

AS RECEIVED
2012

JUL 16 2015

AGREEMENT

THIS AGREEMENT is made and entered into, by and between **PIERCE COUNTY CENTRAL LABOR COUNCIL**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1. RECOGNITION

1.01 The Employer agrees to recognize the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

1.02 This Agreement shall not apply to any elected or appointed officers of the Employer whose duties in accordance with its Constitution and By-Laws require clerical work.

ARTICLE 2. UNION SECURITY

2.01 All employees covered by this Agreement, as a condition of employment, thirty-one (31) days from the date of hire, shall become and remain members of the Union in good standing.

2.02 New employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

2.03 Political Action Dues Deduction. The Employer shall deduct from wages of every employee who submits a voluntary authorization form an amount designated by such employee for contribution to OPEIU J. B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same date that employees receive their regular pay.

2.04 Voluntary contributions deducted from employees' pay shall be transmitted to the J.B. Moss VOTE Fund in a check payable to the OPEIU J.B. Moss Voice of the Electorate Fund and forwarded each month by the fifteenth day of the succeeding month to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, accompanied by a list of the names of each contributor and the amount of his/her contributions.

ARTICLE 3. HIRING

3.01 When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and type of employees desired, and the Union shall endeavor to supply such help within forty-eight (48) hours.

3.02 The Employer has the final choice as to whom is hired, and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted.

ARTICLE 4. GENERAL

4.01 It shall not be considered a violation of this Agreement for an employee to honor a bona

13.03 If, in accordance with the provisions of Article 17, it is found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority. He/She shall suffer no reduction in salary and shall be compensated for all time lost retroactive to the date of discharge.

13.04 No employee will be discharged except for willful misconduct without two (2) weeks' notice or two (2) weeks' pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice.

13.05 Employees with six (6) months to one (1) year of service shall give one (1) week's notice of termination, unless otherwise mutually agreed. Employees with one (1) or more years of service shall give two (2) weeks' notice, unless otherwise mutually agreed. An employee failing to give the required notice may forfeit not to exceed two (2) weeks of accrued vacation leave.

ARTICLE 14. WELFARE AND PENSION

14.01 The Employer shall provide State Industrial Insurance coverage for all employees or comparable insurance for on-the-job injury.

14.02 **Medical.** The Employer shall furnish and pay for Health and Welfare coverage, including Major Medical, for all eligible employees and their dependents. Employees who have worked seventy (70) hours or more the preceding month shall be eligible for coverage. At the employees option and with proof of other coverage, employees may choose to be compensated for the cost of the medical plan. The additional compensation will be \$500.00 effective July 1, 2014; \$550.00 effective July 1, 2015; and \$600.00 effective July 1, 2016.

14.03 **Dental.** The Employer shall pay the entire cost of Washington Teamsters Welfare Trust Plan C dental coverage for each employee who works seventy (70) or more hours in the preceding month. This coverage shall include the employee and family.

14.04 Regular part-time employees working less than Seventy (70) hours per month who otherwise would be eligible for medical and dental coverage, will receive an additional \$1.50 per hour in wages effective July 1, 2014; \$2.00 per hour in wages effective July 1, 2015; and \$2.50 per hour effective July 1, 2016 in wages in lieu of medical and dental coverage.

14.05 **Pension.** The Employer shall pay into the Western States Office and Professional Employees Pension Fund a minimum amount as follows per compensable hour for each bargaining unit employee to provide retirement benefits pursuant to provisions of the Western States Office and Professional Employees Pension Fund. Payments shall be made by the 15th of the following month:

Effective July 1, 2014 the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$2.90 per hour on all hours of each bargaining unit employees hourly forth in Article 14 plus 80% of that amount per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

Effective July 1, 2015 and thereafter , the employer shall contribute into the Western States Office and Professional Employees Pension fund, \$3.00 per hour on all hours of each bargaining unit employees hourly base wage as set forth in Article 14 plus 80% of that amount per hour for the required 80% Supplemental Contribution as defined by the Fund's Rehabilitation Plan.

shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, parties will renegotiate such invalidated language.

ARTICLE 19. SUCCESSORS

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

ARTICLE 20. TERMINATION AND RENEWAL

20.01 This Agreement shall become effective as of July 1, 2014 , and shall remain in effect until June 30, 2017 , and shall thereafter automatically renew itself until either party shall give sixty days' (60) written notice prior to the anniversary date of his desire to terminate, modify, or change this contract.

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Western States Office and
Professional Employees
Pension Fund

0254 23

Employer
Participation
Agreement

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AUG 19 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:

Pierce County Central Labor Council

Contract Person:

PATTY ROSE

Address:

3049 S. 36th St # 201

City, State & Zip:

TACOMA WA 98409

Telephone:

253-473-3810

2. Local Information.

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

3. Participation.

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

☒ An existing Participating Employer to update Plan records.

☐ A new Participating Employer.

Effective date of coverage: _____.

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

Effective date of coverage: _____.

4. Coverage.

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

☒ Bargaining unit employees as described in Attachment A.

Note: Attach a copy of collective bargaining agreement.

IN NEGOTIATIONS - WILL BE MAILED WHEN RATIFIED

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACC

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND A

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



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



OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS

Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

A & I RECEIVED

JUL 29 2015

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**UNITED ASSOCIATION OF
PIPEFITTERS LOCAL UNION 208**

WS 0293

and

**PIPEFITTERS JOINT APPRENTICESHIP
TRAINING COMMITTEE**

WS 0370



May 1, 2014
to and including
April 30, 2017

ARTICLE 20 – PENSION

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

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

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

ARTICLE 21 – TECHNOLOGICAL CHANGES

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

ARTICLE 22 – GRIEVANCE AND ARBITRATION

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

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

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

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

ARTICLE 24 – SKILL UPGRADE

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

ARTICLE 25 – DUES AND POLITICAL CHECKOFF

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

ARTICLE 26 – TERM OF AGREEMENT

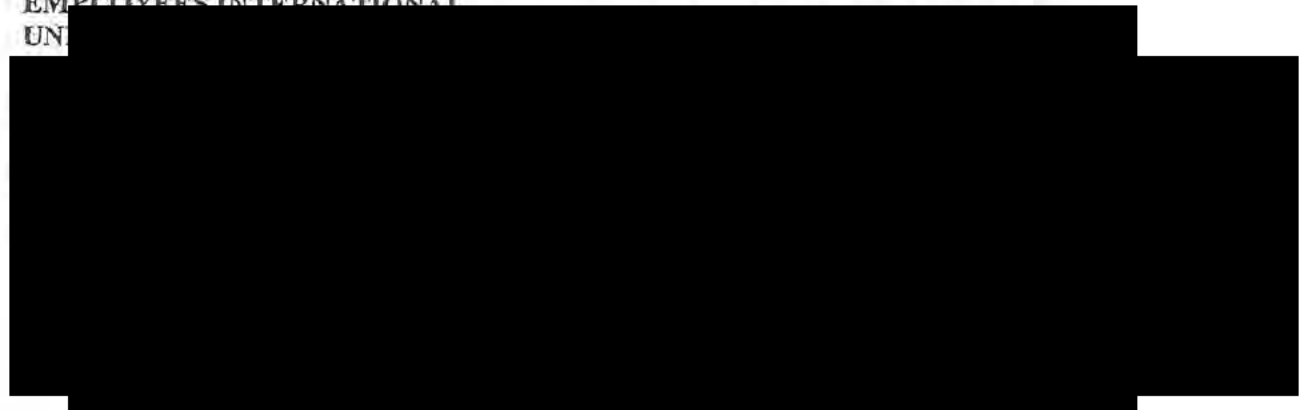
- 26.1 This Agreement shall be in full force and effect from the first day of May, 2014, to and including the thirtieth (30th) day of April, 2017, and shall continue in full

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

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

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UN

PIPEFITTERS LOCAL UNION 208



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

**Employer
Participation
Agreement**

WS0370

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

1. Employer Information.

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

FEB 22 2011

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

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

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

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

3 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

FEB 22 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

FEB 22 2011

WS 3666

LABOR AGREEMENT
BETWEEN
PLUMBERS AND STEAMFITTERS LOCAL #44
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11, AFL-CIO

A&I RECEIVED
JUL 06 2015

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

OPEIU LOCAL 11
AUG 15 2014
RECEIVED

ARTICLE 20. RETIREMENT PLANS

Section 1. Effective July 1, 2014 the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of one dollar and fifty cents (\$1.50) per compensable hour, excluding overtime.

Effective July 1, 2015 the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of two dollars (\$2.00) per compensable hour, excluding overtime.

Effective July 1, 2016 the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of two dollars and fifty cents (\$2.50) per compensable hour, excluding overtime.

During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the OPEIU in accordance with the Summary Plan Description. Be it further jointly advised that for long term pension benefits, that the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, seriously consider self-contributing amounts to insure a comfortable and dignified retirement.

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

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

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

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

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

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

Section 2. It is mutually agreed by all parties that the Employer agrees to continue a contribution of three dollars (\$3.00) and in addition the surcharge amount listed in the Supplemental Contribution Schedule, per compensable hour, excluding overtime, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

- The Employer contribution rate may increase in accordance with the provisions contained in Schedule "A".

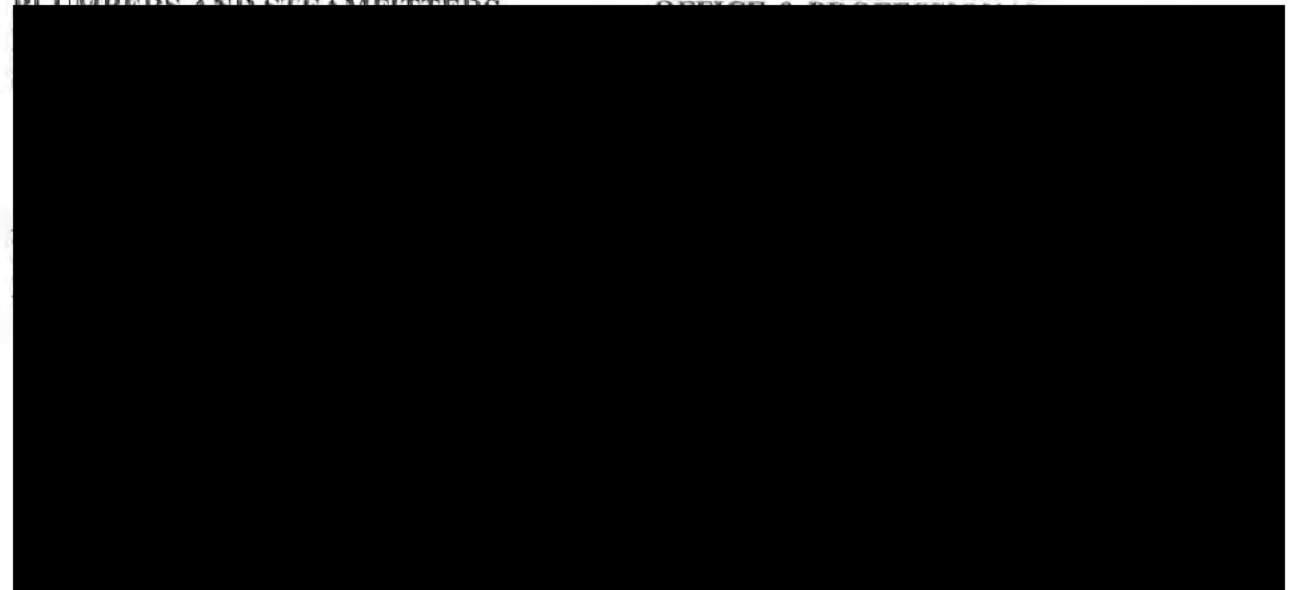
Be it further agreed that should there be any changes to the Supplemental Contribution Schedule the Employer shall adopt the newest schedule presented by The Trustees of the Western States Office & Professional Employees Pension fund. Should the Western States Office & Professional Employees Pension Fund release the Employer from the obligation to pay according to the Supplemental Contribution Schedule, then the minimum pension contribution amount of three dollars (\$3.00) per compensable hour shall be in full force and effect.

ARTICLE 21. TERMINATION AND RENEWAL

This Agreement, entered into this first day of July 1, 2014 through June 30, 2017 and shall be effective on all work covered hereby as of July 1, 2014, and from year to year thereafter, unless notice is given in writing by the Union, or the Employer, to the other party, not less than sixty (60) days prior to June 30, 2017, or prior to the expiration of any subsequent annual period, of its desire to modify, amend or terminate this Agreement, and in such case, the Agreement shall be opened for modification, amendment or termination, such as the notice may indicate at the expiration of the period within which the notice is given. The parties shall begin negotiations within fifteen (15) days after receipt of this notice.

As agreed this 30th day of June, 2014

PLUMBERS AND STEAMFITTERS



MC/dmt
opeiu11/afl-cio

SCHEDULE "A"

The classifications and hourly rates hereinafter set forth are a part of the Office and Professional Employees International Union Local 11 collective bargaining Agreement, and are in conformity with Article 4 of this Agreement.

Each newly hired employee (only those hired for temporary periods) shall be hired at a starting wage of sixteen dollars (\$16.00) and after successful completion of a six (6) month probationary period, shall advance one step from his/her starting salary on the first of the month nearest to his/her appointment after successful completion of said probation.

Group	Classification	Current Wage	7/1/2014	7/1/2015	7/1/2016
I.	Posting Clerk/ Typist Receptionist				
		\$27.55	\$28.05	\$28.55	\$29.05
	3 – Months	\$27.73	\$28.23	\$28.73	\$29.23
	6 – Months	\$28.05	\$28.55	\$29.05	\$29.55
	12 – Months	\$28.18	\$29.18	\$29.68	\$30.18
II.	Bookkeeper/Secretary Skilled Office Employee				
	6 – Months	\$28.36	\$28.86	\$29.36	\$29.86
	12 – Months	\$28.74	\$29.24	\$29.74	\$30.24
III.	Office Manager	\$29.37	\$29.87	\$30.37	\$30.87

* Increases may be divided by the employee between benefits and wages.

Regular employees working less than the established work week shall be paid at the applicable hourly wage rate for the classification of work as assigned by the Employer and shall be covered under the full terms of this Agreement.

TEMPORARY EMPLOYEES - A minimum of Minimum wage for the State of Washington. Temporary employees are employees who are hired for a period of time which is agreed on and specified at the time of hiring, in writing, by the Employer to the Union. These employees shall receive the temporary rate as indicated above. These employees do not receive any fringe benefits as outlined under the working conditions of this Agreement.

Any employee hired as a temporary shall, after one hundred and eighty (180) days be considered permanent and shall receive all benefits of this Agreement. Any person employed on a temporary basis shall apply to the Union for a Work Permit which shall not exceed one hundred and eighty (180) days.

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

WS 3666
KR

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 & Steamfitters Local #44

Contract Person:

Susan Bates

Address:

3915 E. Main

City, State & Zip:

Spokane, WA 99202

Telephone:

(509) 624-5101

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.

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

A & J RECEIVED
DEC 05 2011



~~0537~~ W50676 of 0537
~~Local 537~~

AGREEMENT

between
Office & Professional Employees
International Union
Local 537
AFL-CIO

MASTER
for binder

and

Plumbers and Pipefitters Union Local #525

August 1, 2013
to
July 31, 2018

MEMORANDUM OF AGREEMENT
between
PLUMBERS AND PIPEFITTERS UNION LOCAL 525
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 537

This Memorandum of Agreement entered on June 18, 2014 between United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local 525, hereinafter referred to as the Employer and the Office and Professional Employees International Union Local 537, hereinafter referred to as the Union, hereby amend the current Collective Bargaining Agreement in the following particulars only:

ARTICLE 13 – PENSION PLAN

SECTION 1. During the life of the Agreement, the Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Plan, for the account of each employee working under this Agreement, the amounts below, as outlined under Section 1 (A), Article 7, per hour paid for. Employee has option of applying any future pay increases to this benefit rather than base pay provided all employees affected are in agreement.

Effective August 1, 2014, three dollars and fifty-two cents (\$3.52) per hour.

Effective August 1, 2015, a minimum of one dollar (\$1.00) per hour increase in the contribution rate.

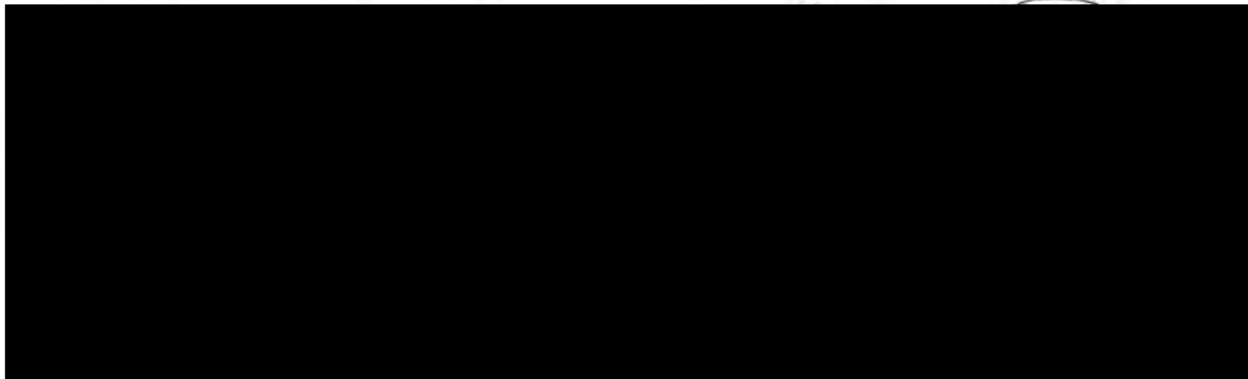
Effective August 1, 2016, a minimum of one dollar (\$1.00) per hour increase in the contribution rate.

FOR THE EMPLOYER:

UA Local 525 – Plumbers & Pipefitters

FOR THE UNION:

OPEIU Local 537



WS 0676

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JUL 20 2015

MEMORANDUM OF UNDERSTANDING
between
PLUMBERS & PIPEFITTERS UNION LOCAL 525
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 537

This Memorandum of Understanding, entered into on July 15, 2015, between Plumbers & Pipefitters Union Local 525, hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537, hereinafter referred to as the Union, hereby amend the current Collective Bargaining Agreement in the following particulars only:

It is mutually agreed by all parties that, and effective August 1, 2015, the Employer agrees to contribute four dollars and fifty-two cents (\$4.52), and in addition to the surcharge listed in the Supplemental Contribution Schedule, per compensable hour, on behalf of each employee into the Western States Office & Professional Employees Pension Fund.

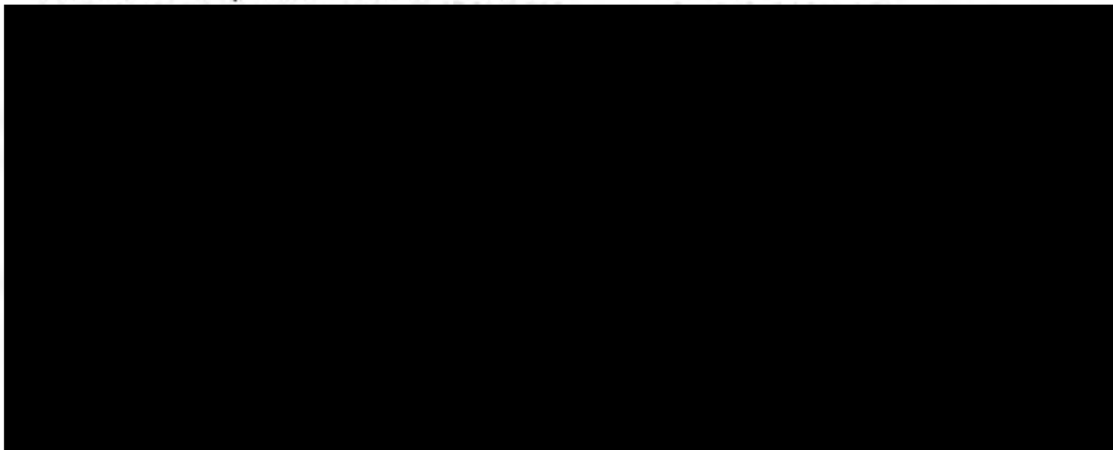
The Employer shall pay the cost of the Western States Office & Professional Employees Pension Fund Rehabilitation plan at the capped maximum of eighty percent (80%) and not to be exceeded. Any increase proposed to the rehabilitation plan must be negotiated with the Employer.

FOR THE EMPLOYER:

Plumbers & Pipefitters Union Local 525

FOR THE UNION:

OPEIU Local 537



The Employer and employee must be agreeable to any such training opportunity. The employee will be subject to providing a voucher for the expense monies.

ARTICLE 24 - NO STRIKE

SECTION 1. (A) The Union agrees not to do anything, either directly or indirectly, that would be detrimental to the best interests of the Employer so long as the Employer continues to abide by the terms of the Agreement.

(B) The Employer and the Union agree that there will be no strikes, slowdowns, walkouts, or any other disruptions of work during the term of the Agreement. The Union shall take all necessary steps to cause any employee who engages in such conduct, in violation of this provision, to cease such activity. Any employee who continues to engage in activity will be subject to discipline up to and including termination.

ARTICLE 25 - DURATION

SECTION 1. This Agreement shall be in full force and effect from August 1, 2013 through July 31, 2018, and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by July 31, 2018, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

In witness whereof, the parties hereto have caused this Agreement to be executed by their proper officials there unto duly authorized.

FOR THE EMPLOYER:

UA Local 525 - Plumbers and Pipefitters

FOR THE UNION:

OPEIU Local 537

Western States Office and
Professional Employees
Pension Fund

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WS 0676
AUG 29 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: Plumbers, Pipefitters Local 525
Contract Person: JEFF ORR
Address: 760 N. VAMP Bld.
City, State & Zip: LAS VEGAS, NV 89110
Telephone: (702) 452-1520

2. Local Information.

Employer has a collective bargaining agreement with Local Union 805537 (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 office

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): Plumbers & Pipefitters Local 525

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

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

7 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

AGREEMENT

Between

PLUMBERS & PIPEFITTERS LOCAL UNION 442

And

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

January 1, 2016 - December 31, 2020



SECTION 9. CLASSIFICATIONS AND MINIMUM WAGE SCALES – continued

Distribution of these monies for wages and pension contributions will be the responsibility of Local Union 29 and the employees covered by this Agreement.

Part-time employees progression in classifications above shall be based on twelve hundred (1200) hours equals one (1) year of employment.

Temporary office employees and regular part-time employees shall be paid accordingly.

It is also understood and agreed that all employee's pay shall be based on a weekly period.

Regular part-time employees shall receive fringe benefits prorated on the basis of time worked. It is understood, however, that for the purpose of health and welfare payments, an employee must work half time (½) to qualify.

SECTION 10. HEALTH AND WELFARE

The Employer agrees to pay the premium on each employee and dependents for Kaiser Group 328 plan or Blue Shield of California, Twelve thousand dollar (\$12,000) Life Insurance, Accidental Death and Disability, Dental Plan without orthodontia, Prescription Drug, and Vision Care. It is agreed that to be eligible for coverage, an employee must have been paid for not less than sixty-eight (68) hours in the previous calendar month. The Employer agrees to pay the entire cost of the present schedule of the Medical Plan and other benefits chosen by the employee for the employee and the employee's dependents or such other sums as are determined by the Trustees of the Plan to be needed to maintain such schedule of benefits.

SECTION 11. PENSION PLAN

The Employer agrees, effective January 1, 2011, to contribute to a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement, the amount of Three Dollars and twenty-five cents (\$3.25) per hour for all hours paid.

Effective January 1, 2012, the Employer shall also contribute, on behalf of each employee, an additional One Dollar (\$1.00) per hour on behalf of each employee into a qualified 401(k) Plan. The new contribution rate is Two Dollars (\$2.00) per hour.

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.

SECTION 20. CHANGE OF OPERATION

A change in operation shall be defined as any transfer of work and will include the principle that employees have the right to follow their work. The Employer shall notify the Union thirty (30) days prior to any change in operation going into effect and no change may occur until the Employer and the Union have discussed the matter.

SECTION 21. SEVERANCE PAY

In the event of a merger, the closing of any office or the abolishment of a job or retirement, the employee(s) shall receive severance as follows: Employees vested with the Western States Office & Professional Employees Pension Fund shall receive fifty percent (50%) of one (1) week's pay for each year of service.

Non-vested employees with the Western States Office & Professional Employees Pension Fund shall receive two (2) weeks' pay.

Health & Welfare benefits shall continue for an additional three (3) months.

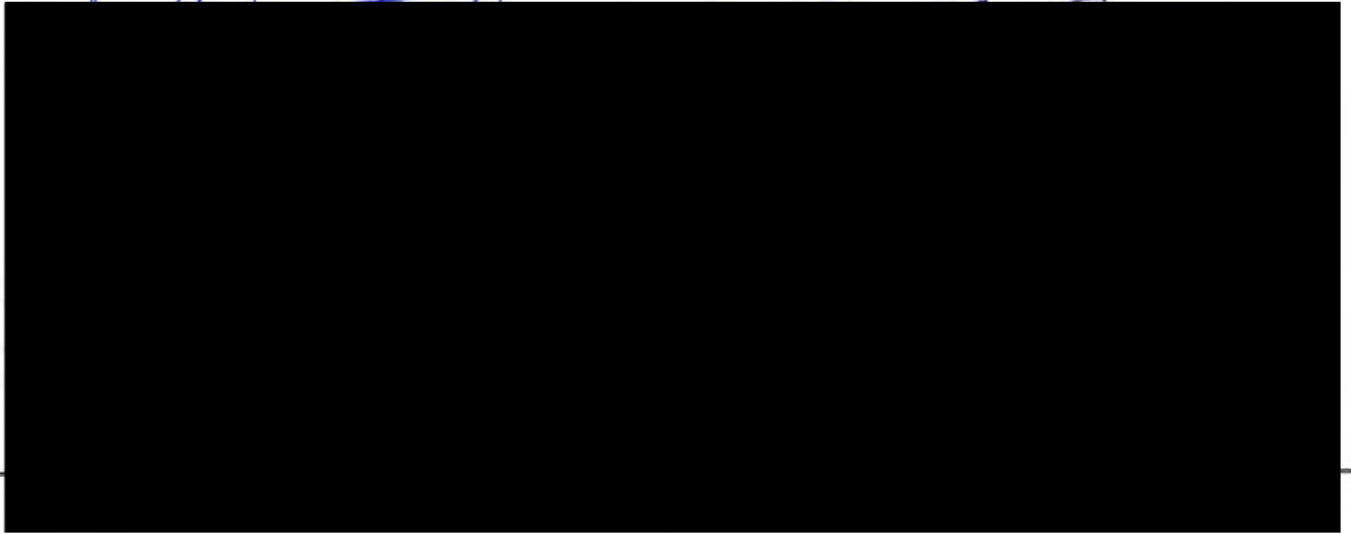
SECTION 22. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth shall continue in full force and effect from January 1, 2016 until December 31, 2020 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____ 2020.

**PLUMBERS & PIPEFITTERS
LOCAL UNION 442**

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



AGREEMENT

Between

**PLUMBERS & PIPEFITTERS UNION, LOCAL 447
JOINT APPRENTICESHIP COMMITTEE**

And

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

July 1, 2014 – June 30, 2017



JUL 21 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employees Pension Fund, for the account of each employee working under this Agreement effective for all hours worked on or after July 1, 2014, will maintain the employer paid contributions of \$3.50 (Three Dollars and fifty cents) per hour. Employees may elect to participate in the new elective 401(k) Plan. Eligible participants may choose to defer \$1.00, \$2.00, \$3.00, 4.00, \$5.00, per hour from raises or current hourly wage.

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

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

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

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

ARTICLE XXI. DURATION OF AGREEMENT

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

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

**PLUMBERS & PIPEFITTERS, LOCAL 447
JOINT APPRENTICESHIP COMMITTEE**

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

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LETTER OF UNDERSTANDING

BETWEEN

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

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 29

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

ARTICLE XVI PENSION

Replace last paragraph:

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

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

**PLUMBERS & PIPEFITTERS, LOCAL 447
JOINT APPRENTICESHIP COMMITTEE**

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

By:

Date:

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

1050
29-~~0064~~
FEB 25 2011

**Employer
Participation
Agreement**

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

1. Employer Information.

Name:

Plumbers & Pipefitters Local 447 JAC

Contract Person:

Address:

8700 Younger Creek Dr

City, State & Zip:

SACRAMENTO, CA 95828

Telephone:

916 383 1102

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.

FEB 25 2011

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE

Print Name

Date Signed

APPROVED

CO-CHAIR SIGNATURE

Print Name

Date Signed

CO-CHAIR SIGNATURE

Print Name

Date Signed

AGREEMENT

Between

PLUMBERS & PIPEFITTERS LOCAL UNION NO. 447

And

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

July 1, 2014 – June 30, 2017



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

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

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

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

ARTICLE XVI. PENSION PLAN

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

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

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

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

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

ARTICLE XXI. DURATION OF AGREEMENT

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

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

PLUMBERS & PIPEFITTERS, LOCAL 447

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

By: _____

Date: _____

DLW/ir
cwa:94

LETTER OF UNDERSTANDING

BETWEEN

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

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 29

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

ARTICLE XVI. PENSION

Replace last paragraph:

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

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

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

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

By _____

Date _____

DL _____

29
Western States Office and
Professional Employees
Pension Fund

150064
Employer
Participation
Agreement

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

1. Employer Information.

Name: Plumbers & Pipefitters Local 447
Contract Person: William S. Haley
Address: 5841 Newman Court
City, State & Zip: Sacramento, CA 95819
Telephone: 916/457-6595

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: _____

APR 22 2013

4. Coverage.

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

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

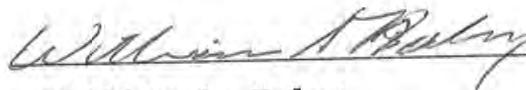
¹ The term "Plan" includes the Trust Agreement for the Western States Office and Professional Employees Pension Fund.

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:



Print Name:

William S. Haley

Title:

Financial Secretary & Business Manager

Date Signed:

April 18, 2013

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE:

Print Name:

Judith Zenk, Co-Chair

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Michael Parmelee, Co-Chair

Date Signed:

APR 22 2013

WORKING AGREEMENT

BETWEEN

PORTLAND LOCAL 8 FEDERAL CREDIT UNION

AND THE

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

FOR THE PERIOD

JUNE 1, 2015

THROUGH

MAY 31, 2018

Section 4. If an employee chooses not to participate in the Employer sponsored health and welfare program, they shall receive \$500.00 per month added to their pay subject to all federal, state and local taxes.

ARTICLE 13. GROUP LIFE & DISABILITY INSURANCE

The Employer shall provide group life insurance coverage for each regular full-time employee after ninety (90) days of employment, in the amount of fifty thousand (\$50,000.00). The Employer shall pay the full cost incurred.

The Employer shall maintain the existing life and disability insurance coverage for each regular full-time employee after 1 year of employment. The Employer shall pay the full cost incurred.

ARTICLE 14. RETIREMENT PLANS

Section 1. Effective June 1, 2014, the Employer agrees to contribute to the Western States 401k Retirement Fund of the OPEIU a minimum contribution of one dollar (\$1.00) per compensable hour for each employee.

The Employer agrees to match up to an additional fifty cents (\$0.50) of an employee's contribution to the Western States 401k up to two thousand eighty (2,080) hours or one thousand forty dollars (\$1,040.00) per year.

- a. New employees will be prorated with each year of service as follows:

1 year of service	2080 hours at \$1.00 per hour
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Section 2. During the life of this Agreement, all participants may elect to self-contribute to the Western States 401k Retirement Fund of the OPEIU in any amount permitted by law.

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 fees, costs and other expenses necessary to effect collection.

Section 9. Employer contributions shall commence on the hiring date of each bargaining unit 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. The Employer agrees to contribution to the Western States Office & Professional Employees Pension Fund the following amounts:
Effective June 1, 2011 - \$0.50 per compensable hour

Section 12. Employees shall have the right to designate, in writing, the amount per compensable hour (in full \$1.00 increments) to be contributed by the Employer into each retirement fund (i.e., 401(k), pension or bonds). Employees shall have the right to make changes to contributions every six (6) months or with employee committee decision. This option shall not increase the amount of total monies negotiated, as provided for in preceding sections, and neither the Employer, nor the Union shall be indemnified of responsibility for individual choices selected.

Section 13. Total Employer contributions for SEP IRA are as follows:
\$3.00 per compensable hour. Employee may elect to receive the \$3.00 per hour SEP IRA Employer contribution as regular pay, subject to all federal and state taxes and withholdings.

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.

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

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

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

ARTICLE 17. RATES OF PAY

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

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

WS 3702

MEMORANDUM OF UNDERSTANDING
between
PORTLAND 8 FEDERAL CREDIT UNION
and the

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Understanding is entered into between Portland Local 8 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 for Portland Local 8 Federal Credit Union and solely for membership employed there.

It is mutually agreed by all parties that the Employer agrees to continue a contribution of fifty cents (\$.50) 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 19 Grievance Procedure to the Collective Bargaining Agreement should there be any dispute regarding the interpretation and/or application.

Agreed to on this _____ of February 2012

WSP/11g
opeiu11
aff-cla
MOU for PDX Local 8 WSP

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

APR 18 2012

**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: Portland Local & Federal Credit Union
Contract Person: Don Lamb
Address: 2435 NW Front Ave Ste A
City, State & Zip: Portland OR 97209
Telephone: (503) 223-9306

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): A Federally chartered CREDIT union

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): PORTLAND LOCAL & FEDERAL CREDIT UNION

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

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

10 employees covered by the collective bargaining agreement; and

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

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

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

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

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


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

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

Employer and Employer shall be admitted as a Participating Employer of the Plan as of the Effective Date.

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: 
Print Name: Don Lamb
Title: CFO
Date Signed: 4/14/2012

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES

CO-CHAIR SIGNATURE: _____
Print Name: Judith Zenk, Co-Chair
Date Signed: _____

CO-CHAIR SIGNATURE: _____
Print Name: Michael Parmelee, Co-Chair
Date Signed: _____

COLLECTIVE BARGAINING AGREEMENT

between

Preferred Mechanical Incorporated

and

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

ws 1/82



February 1, 2013 through January 31, 2014

ARTICLE XXIII - PENSION

- Section 1. Effective May 1, 2000 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of ONE DOLLAR AND EIGHTY CENTS (\$1.80) 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) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.
- Section 2. This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.
- Section 3. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.
- Section 4. The employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto of the Western States Office and Professional Employees Pension Trust Fund.
- Section 5. Effective January 1996, all employees may make voluntary contributions to the Sheet Metal Workers Local 359 Section 401(k) Plan known as (INVESCO FUNDS). These contributions may not be less than twenty-five cents (.25) per hour worked. Voluntary employee contributions may not begin until each employee has completed their ninety (90) day probationary period. The employer hereby agrees to contribute twenty-five (.25) per hour worked to the above mentioned 401(k) plan, on behalf of each employee.

ARTICLE XXIV - UNION SHOP CARD

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

ARTICLE XXV - SEVERABILITY

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

ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE

- Section 1. The Union hereby recognizes that the Management of the Office and the direction of the working forces are vested but shall not be limited to the right to determine the existence of facts which are the basis of management decision; to determine volume, production and methods of office operation, free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities to establish or continue policies, practices or procedures; to establish modify and/or change office rules and to administer and enforce such rules; to select and determine the number and types of employees required; to determine, and from time to time re-determine, the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the job-related requirements determined by Management; to establish and change work schedules and assignments; to transfer

ARTICLE XXVI - MANAGEMENT RIGHTS CLAUSE- Continued

or otherwise relieve employees from duty for lack of work or other legitimate reasons and to determine the fact of lack of work; to establish wage rates for new or changed classifications or positions; to design, establish, apply, change and terminate incentive and/or bonus compensation plans (in this connection the Employer has the right to establish Reasonable production standards); to suspend, discharge or otherwise discipline employees for just cause; to fix standards of quality and quantity for work to be done, eliminate interruption of work, determine number of employees on a job, determine related job content, and rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions (consistent with State and Federal Safety Laws); and to take whatever action necessary to carry out any function of the Employer in situations of emergency or in order to promote efficiency.

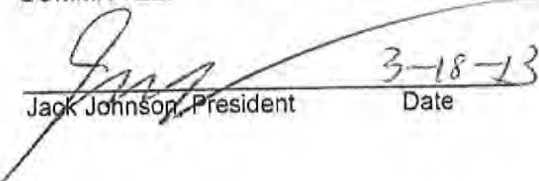
The listing of specific rights in the Agreement is not intended to be nor shall be restrictive nor a waiver of any rights of rights of Management not listed and the non-exercise and/or non-frequent exercise of any Management Right, whether expressed or implied, shall not preclude the Employer from exercising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

ARTICLE XXVII - DURATION

This Agreement shall be in full force and effect on and after the 1st day of February, 2013 to and including the 31st day of January, 2014, and shall be automatically renewed from year to year, unless the Union or the signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement, prior to February 1, 2013. If agreement upon such amendments or modifications is not reached prior to the 31st day of January, 2014, 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.

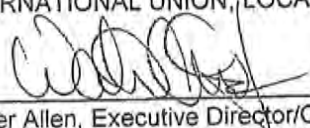
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

APPROVED BY EMPLOYER NEGOTIATING
COMMITTEE:


Jack Johnson, President

3-18-13
Date

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 30


Walter Allen, Executive Director/CFO

3/6/13
Date

E-MAILED MAR 15 2013

Western States Office and
Professional Employees
Pension Fund

Employer
Participation
Agreement

RECEIVED
AUG 29 2011

WS 1182

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: Preferred Mechanical, Inc.
Contract Person: Jack Johnson
Address: P.O. Box 13488
City, State & Zip: Phoenix, AZ 85002
Telephone: 602-431-9844

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED AND

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

WS 1182

A & I RECEIVED
AUG 26 2015

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

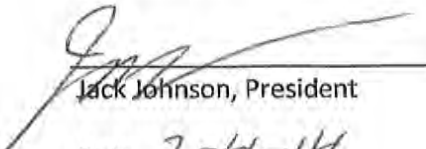
AND

PREFERRED MECHANICAL, INC.

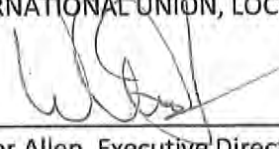
The parties mutually agree that the terms and conditions of the current Collective Bargaining Agreement between the Office and Professional Employees International Union, Local 30 and Preferred Mechanical, Incorporated remain in effect and shall be extended for three (3) years starting February 1, 2014 through January 31, 2017. The parties also agree either the union or the employer will have the option to open the contract for bargaining as deemed necessary.

APPROVED BY EMPLOYER NEGOTIATING
COMMITTEE:

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 30


Jack Johnson, President

Date 2-4-14


Walter Allen, Executive Director/CFO

Date 2-10-14



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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASTER TRADE SECTION

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

FOR THE PERIOD OF

APRIL 1, 2016 THROUGH MARCH 31, 2019

ARTICLE 15

PENSIONS

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

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

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

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

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

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

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

ARTICLE 22

TERMINATION AND RENEWAL

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

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

OFFICE AND PROFESSIONAL EMPLOYEES FOR THE MASTER TRADE SECTION



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

8 - 8127

**Employer
Participation
Agreement**

MAR 04 2011

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

1. Employer Information.

Name: Puget Sound Electrical Joint Apprenticeship³ Training Committee
Contract Person: William McCartan
Address: 550 SW 7th St.
City, State & Zip: Renton, WA. 98057-2917
Telephone: 425-228-1777

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

MAR 04 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE:

Print Name:

Title:

Date Signed:

APPROVED

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

CO-CHAIR SIGNATURE:

Print Name:

Date Signed:

8-8138
Piledrivers
2396

OPEIU LOCAL 8/ TRADE SECTION 2011 WAGE REOPENER

LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

OFFICE AND PROFESSIONAL EMPLOYEES

FOR THE TRADE SECTION EMPLOYERS



Trade Section Employers Participating in Western States Pension Fund

2016

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

#8133

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

#8111

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

#8222

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

#8152

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

#8155

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

#8240

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

#8181

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

#8253

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

#8109

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

#8101

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

#8255

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

#775

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

#8235

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

#8162

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

#8138

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

#8127

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

#8241

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

#8108

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

#8154

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

#8118

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

#8164

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

#8226

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

#8126

WS4460

AGREEMENT

between

RICHMOND SANITARY SERVICE, INC.

and

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

February 1, 2015 through January 31, 2018



ARTICLE XXII. PENSION PLAN

Section 1. 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 forty cents (\$3.40) per hour, per month, per member, effective February 1, 2011.

Effective December 1, 2014, based on 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. The schedule being adopted as of this contract term is effective December 1, 2014 at 80% (\$3.40 2.72 = \$6.12 pension hourly rate) of the current pension contribution.

*additional eleven (\$.11) cents per hour effective December 1, 2014.

Maintain current Pension Rehabilitation schedule.

If during the term of this Agreement, the Employer is legally required to increase its contribution to the Pension Plan over that required therein (or the aggregate effect requires additional contributions) due directly or indirectly to any law, the Western States Office and Professional Employees Pension Fund, regulation or rule, including the Pension Protection Act of 2006 and any successor legislation, the Union further agrees to meet with the Employer within the thirty (30) calendar days of the commencement of the above referenced additional payments or contributions to negotiate and reach an equitable solution to address the economic impact upon the Employer caused by the burden of these additional payments or contributions to the pension fund. During these negotiations, the parties agree that the total wage/fringe package will not be increased beyond the amounts originally negotiated in this Agreement. If no agreement is reached by the parties within sixty (60) calendar days, the Employer shall be entitled to reduce the wage amount as set forth in the Agreement by the amount of the additional Employer contributions or other required payment(s) to the Pension Plan as required by law or mandated by the Trustees.

If in any year of the Agreement the Pension Trustees 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. If the rehabilitation plan is no longer required and is no longer in the Red Zone, the supplemental pension contributions would be re-allocated by two percent (2%) to wages in that year and subsequent years of the Agreement.

Section 2. 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 day of the calendar month and who works seventy (70) hours or more each succeeding and consecutive calendar month thereafter."

ARTICLE XXXI. TERMINATION AND RENEWAL

This Agreement, together with all provisions set forth, shall be in full force and effect from February 1, 2015 until January 31, 2018, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

This Agreement shall be binding upon the heirs, executors and assigns of the parties hereto. In WITNESS WHEREOF, the parties have hereto set their hands and seals by their respective officers duly authorized to do so.

**RICHMOND SANITARY SERVICE,
INC.**

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

By:

Date

By:

Date

KG/In
cwa:9

Office & Professional Employees International Union | Local 29

AFL-CIO & CLC

WS 4660

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

A & T RECEIVED

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU Local 29 _____, the "Union; and
Republic Services/Richmond Sanitary _____, 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: December 1, 2011 _____

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 at the plan rate The schedule being adopted as of this contract term is effective The schedule being adopted as of this contract term is effective December 1, 2011 at 47% ($\$3.40 \times 47\% = \5.00 pension hourly rate) of the current pension contribution, effective December 1, 2012 at 62% ($\$3.40 \times 62\% = \5.51 pension hourly rate) of the current pension contribution and effective December 1, 2013 at 77% ($\$3.40 \times 77\% = \6.02 pension hourly rate) of the current pension.
3. The Parties agree that their adoption of the Rehabilitation Plan is effective December 1, 2011 for the duration of the current CBA and to any renewals or extensions of the CBA and the current CBA, unless the Trustee's increase the current supplemental schedule, then the contract will open immediately for negotiations. If the Union and the Employer cannot agree upon how the increased amount to the Pension will be paid within 60 calendar days of the opener, the Employer shall be entitled to reduce the _____ above the current

WESTERN STATES OFFICE EMPLOYEES INTERNATIONAL UNION PENSION TRUST FUND

ADDITION OF NEW EMPLOYER

DATE 11 30 65

Name of employer Richmond Sanitary Service

Address of employer 1224 Nevin Avenue, Richmond, Calif.

Contract with OTEU 243

First month for which pension contributions are to be made December 1965

Total number of union members to be covered: 6 or 7

Amount of employer contribution \$10 per month

Has "Acceptance of Trust and Trustees" form been signed by employer? not yet
has been sent for signature

Special arrangements:

Effective December 1, 1966 employer contribution
will be increased to \$20.00 per month.

Please attach copy of Pension provision in labor contract. Will be forwarded
from Richmond Local when prepared.

Date approved by Trustees _____

OTEU:29
afl-cio

DEC 2 1965 REC'D
from Local 29

408-243

NOV 30 1965

EMPLOYER'S NAME AND ADDRESS

Richmond Sanitary Service

1224 Nevin Avenue

Richmond, California

WESTERN STATES OFFICE EMPLOYES INTERNATIONAL UNION PENSION AGREEMENT

ACCEPTANCE OF TRUST AND TRUSTEES

This Agreement made and entered in the City of Richmond, County of Contra Costa, State of California, this 18th day of November, 1965, by and between the undersigned Employer and the undersigned Union:

WHEREAS, a certain amended agreement and declaration of trust was made and entered into on the 3rd day of May, 1960, in the City of Oakland, County of Alameda, State of California, by and between Consolidated Freightways Corporation of Delaware, and other employers, and Local Unions No. 29 and 11 of the Office Employees International Union, and Trustees thereof, and

WHEREAS, the said agreement establishes the 'WESTERN STATES OFFICE EMPLOYES INTERNATIONAL UNION PENSION TRUST FUND' and sets out the terms and conditions of the said trust, and

WHEREAS, Section 14.1 of the said agreement provides that an Employer may become a party to the said agreement by executing a document in writing agreeing to be bound by the terms of the said trust agreement and being authorized by the Board of Trustees to participate in the said Trust Fund, and

WHEREAS, the undersigned Employer has heretofore made and entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement whereby the Employer agrees to make certain employer contributions into a Trust Fund for the purpose of providing pension benefits for such of his employees as are covered by the said collective bargaining agreement and

WHEREAS, it is the desire of the undersigned Employer to make such employer contributions into the WESTERN STATES OFFICE EMPLOYES INTERNATIONAL UNION PENSION TRUST FUND, and become a party to said trust agreement hereinabove referred to, and

NOW THEREFORE, it is agreed as follows:

1. The undersigned Employer accepts a true copy of the agreement and declaration of trust, date May 3, 1960, a copy of which is attached hereto and made a part hereof.

2. It is understood and agreed that the Employer, by its signature to this agreement, accepts the terms and provisions of the agreement and declaration of trust, and shall become a party thereto upon acceptance by the Board of Trustees.

3. The Employer agrees:

(a) That the Employer Trustees named in the agreement and declaration of trust, and additional Employer Trustees appointed pursuant to the terms of the agreement and declaration of Trust, and their successors in trust, are and shall be his representatives:

(b) That the Employer approves and consents to the appointment of the Trustees of the said agreement heretofore appointed and hereafter selected as provided for in said agreement; and

(c) That the Employer further ratifies, confirms, approves and consents to all of the acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said trust agreement, including, without limitation, the establishment, maintenance, modification and termination of a pension plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits; and

(d) That the Employer further ratifies, confirms, approves, and consents to all amendments of the said trust agreement that may hereafter be made in accordance with the provisions of the trust agreement, regardless of whether the undersigned Employer is a party signatory to such agreement.

4. This agreement shall be binding upon and shall inure to the benefit of the heirs, successors, transferees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year this document bears above.

Employer Richmond Sanitary Service
1224 Nevin Avenue
Address Richmond, Calif.

Union Office Employees International
Union, Local 29, AFL-CIO
Address 610 - 16th St. Oakland, Calif.

Authorized Signature [Signature]

Authorized Signature [Signature]

No. of employees .6

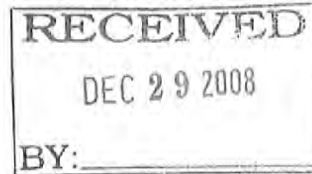
Business Representative
Office Employees International
Union, Local 243, AFL-CIO

ACCEPTANCE: The duly appointed and acting Trustees of the Western States Office Employees International Union Pension Trust Fund hereby accept the above Employer as a party to the agreement and declaration of trust dated May 3, 1960, and the amendments thereto.

WS-29-0451
29-8039

AGREEMENT

Between



ROADWAY EXPRESS, INC.

And

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

June 1, 2008 - May 31, 2013



SECTION 9. PART-TIME EMPLOYEES

Part-time employees shall receive not less than the rate set forth for their classification, pro-rated in proportion according to the time worked. In addition, regular part-time employees shall be entitled to all privileges enjoyed by regular full-time employees, namely, vacation, holidays, termination pay, etc., on a similar pro-rated basis.

Part-time employees may be hired for a minimum of twenty (20) hours per week and a maximum of thirty (30) hours per week. All employees working more than thirty (30) hours per week shall be guaranteed a minimum of forty (40) hours per week.

SECTION 10. REST PERIOD

Employees shall receive two (2) fifteen (15) minute rest periods each day; one (1) rest period to be taken in the morning; and one (1) rest period to be taken in the afternoon.

SECTION 11. PENSION PLAN

- A. **Bay Area:**
Effective June 1, 2008, the Employer agrees to contribute into the Western States Office and Professional Employees' Pension Fund, to the account of each eligible employee working under this Agreement, the sum of Seven Hundred Thirteen Dollars and sixty-four cents (\$713.64) (or as determined by the Western States Pension Fund.)
- B. **Reno:**
Effective June 1, 2008, the Employer agrees to contribute into the Western States Office and Professional Employees' Pension Fund, to the account of each eligible employee working under this Agreement, an additional One Dollar (\$1.00) for a total of Seven Hundred and Sixty-Three Dollars and forty-six cents (\$763.46) (or as determined by the Western States Pension Fund.)
- C. The Employer agrees to pay the following additional amounts for Office & Professional Employees Welfare Fund/Western States Office & Professional Employees Pension Fund or to an approved 401(k) plan. This will be determined by a majority vote of the membership.

Effective June 1, 2008, One Dollar (\$1.00) increase per hour.

Effective June 1, 2009, One Dollar (\$1.00) increase per hour.

Effective June 1, 2010, One Dollar (\$1.00) increase per hour.

Effective June 1, 2011, One Dollar (\$1.00) increase per hour.

Effective June 1, 2012, One Dollar (\$1.00) increase per hour.

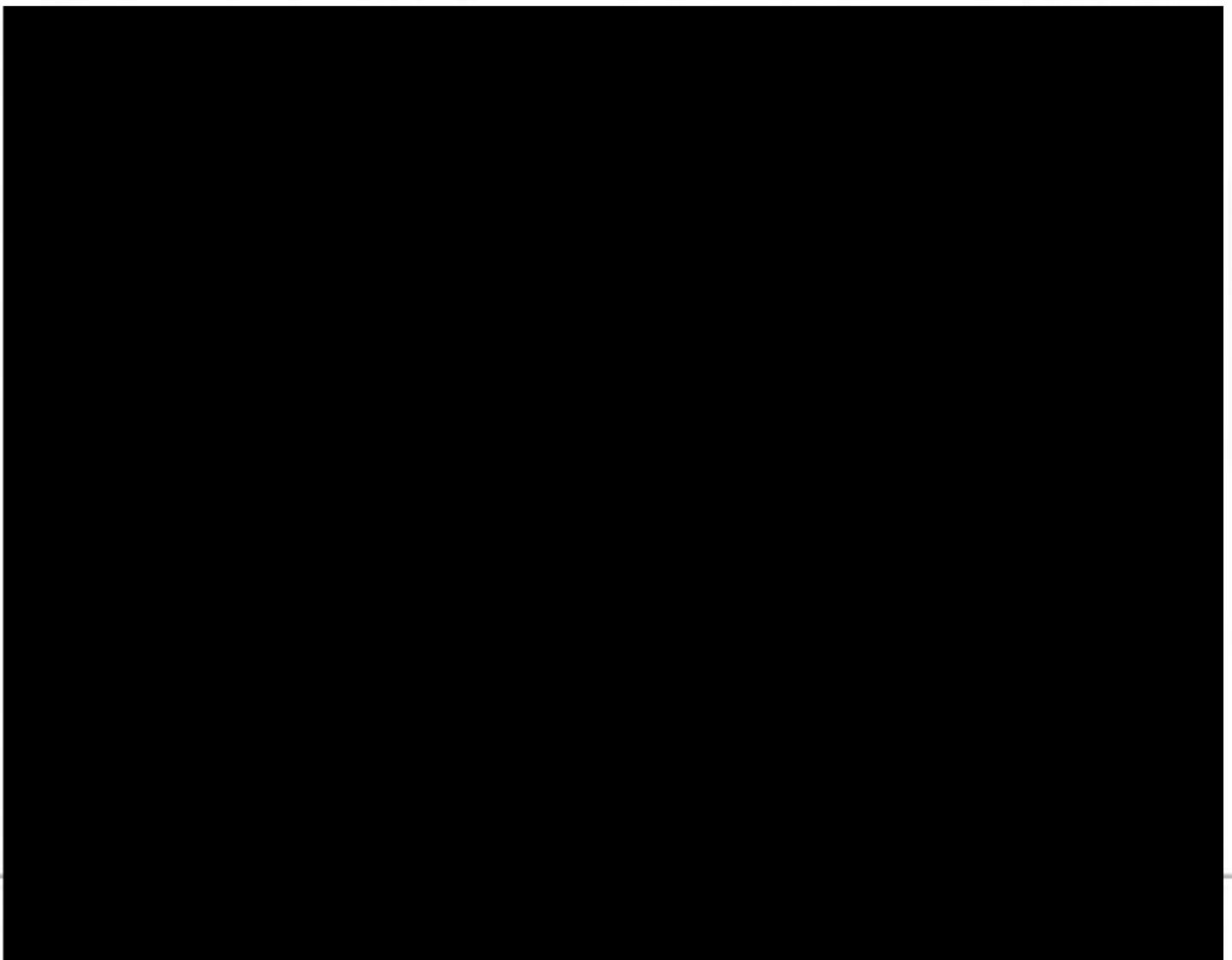
Contributions for the remainder of the Contract will be governed by the terms of Section 12.

SECTION 33. TERM OF AGREEMENT

This Agreement shall be in full force and effect from June 1, 2008 to May 31, 2013. This Agreement shall be considered renewed from year to year subsequent to the expiration date, unless either party hereto gives written notice to the other party of a desire to alter, modify, or change this Agreement. Said notice shall be given at least sixty (60) days prior to the expiration hereof and failure to give such notice shall be regarded as renewal thereof for the following Contract year.

If either party is served with notice of a desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2008.



Western States Office and Professional Employees Pension Fund

December 26, 2012

WS0451

WS0451
YRC FREIGHT(ROADWAY EXPRESS)-Attn! Sharon Allen-Payroll
10990 Roe Avenue
Overland Park, KS 66211

**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.

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

Roadway Express WS 0451
(Reno)

SIDE LETTER OF AGREEMENT

Between

YRC, Freight

And

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

A & I RECEIVED

JUL 14 2015

This Side Letter of Agreement is an extension to the Memorandum of Understanding on the Adoption of the Agreement for the Restructuring of the YRC Worldwide, Inc. Operations Companies, ratified on September 26, 2011(attached); with the exception of the following articles below:

SECTION 11. PENSION PLAN

There will be no pension rate increases for the duration of the agreement other than supplemental contributions incurred as result of the pension rehabilitation plan. If the rehabilitation plan results in a reduction of the supplemental contributions, the Company agrees to discuss wage increases with the Union.

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.

The contract shall open for negotiations to discuss pension contributions each year of this agreement.

SECTION 12. HEALTH & WELFARE

Health and Welfare increases will mirror IBT increases (\$0.35/hr for August 1, 2013 and August 1, 2014). 2015 and beyond to mirror the future IBT increases. Any excess cost will be paid by the employees.

Current monthly contributions are One Thousand Six Hundred and Thirty-two dollars (\$1,632.00).

SECTION 13. WAGES

No wage increases for 3 years. Wages increases will mirror IBT annual increases after the 3 year period.

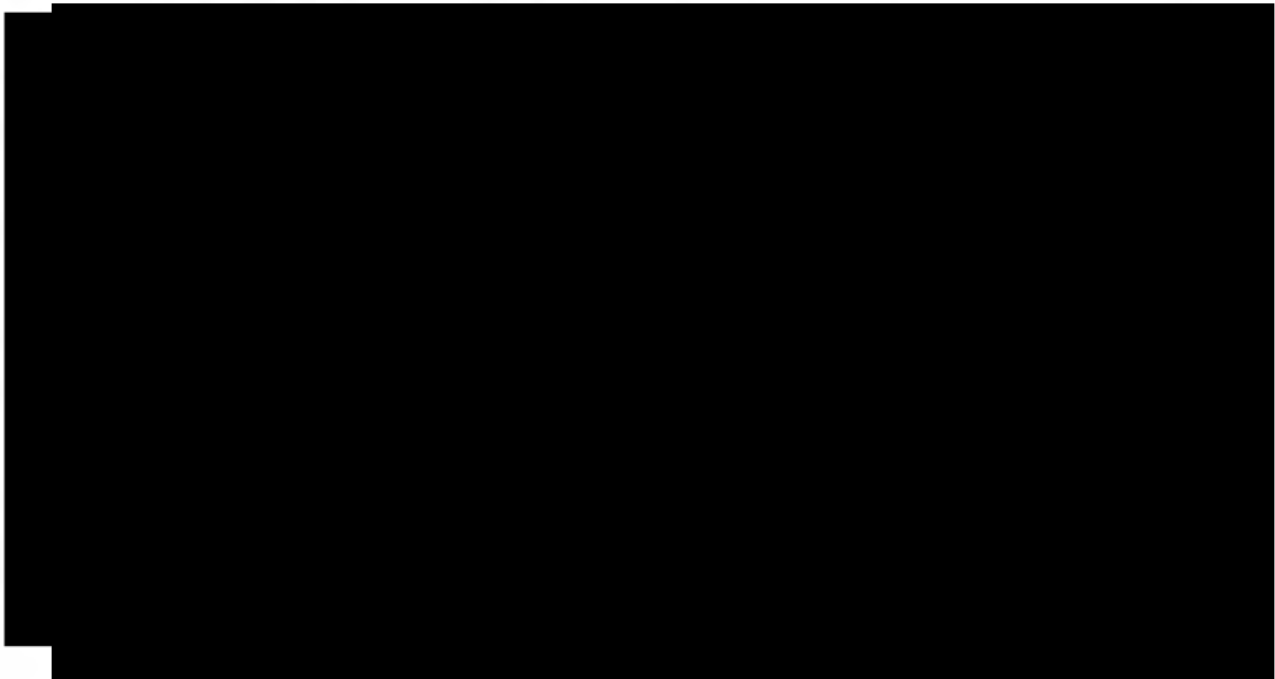
Fifteen percent (15%) wage reduction (continued from MOU)

Furlough employees for up to 40 hours per year. (*MOU*)

YRC
Side Letter of Agreement
Page Two

SECTION 33. TERM OF AGREEMENT

Two year extension of the current contract, (June 1, 2013 – May 31, 2015) with the understanding that if the IBT extends their current agreement the OPEIU will mirror that extension through May 31st of the year the IBT contract runs to.



*Roadway Bypass WS 0039
(SF)*

SIDE LETTER OF AGREEMENT**A & I RECEIVED***Between*

JUL 14 2015

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

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Furlough employees for up to 40 hours per year. (max)

YRC
Side Letter of Agreement
Page Two

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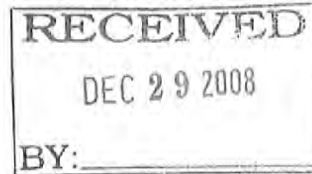
RES

ewer:9415/nfl-cio

WS-29-0451
29-0039

AGREEMENT

Between



ROADWAY EXPRESS, INC.

And

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

June 1, 2008 - May 31, 2013



SECTION 9. PART-TIME EMPLOYEES

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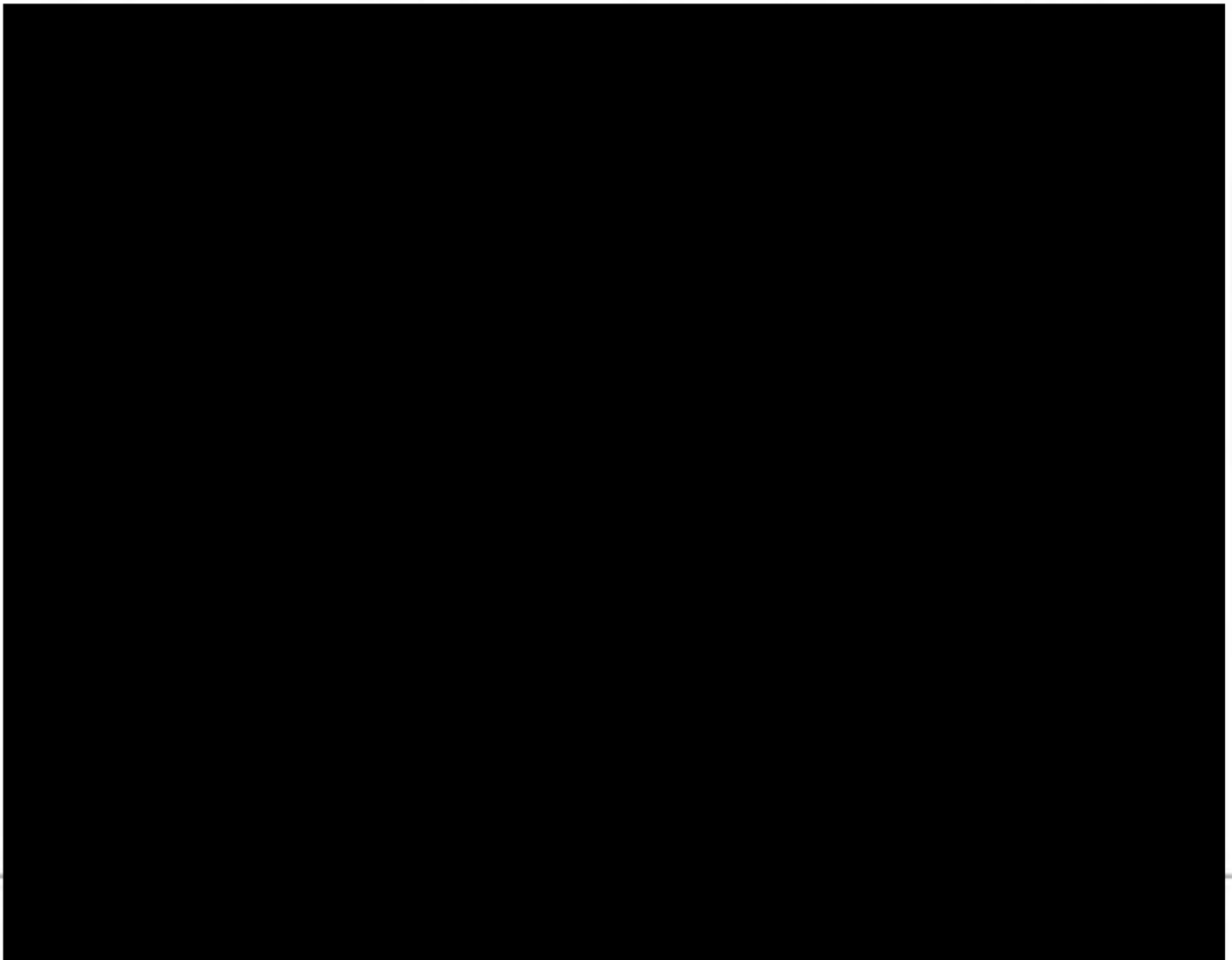
Contributions for the remainder of the Contract will be governed by the terms of Section 12.

SECTION 33. TERM OF AGREEMENT

This Agreement shall be in full force and effect from June 1, 2008 to May 31, 2013. This Agreement shall be considered renewed from year to year subsequent to the expiration date, unless either party hereto gives written notice to the other party of a desire to alter, modify, or change this Agreement. Said notice shall be given at least sixty (60) days prior to the expiration hereof and failure to give such notice shall be regarded as renewal thereof for the following Contract year.

If either party is served with notice of a desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2008.



Roadway Express WS 0451
(Reno)

SIDE LETTER OF AGREEMENT

Between

YRC, Freight

And

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

A & I RECEIVED

JUL 14 2015

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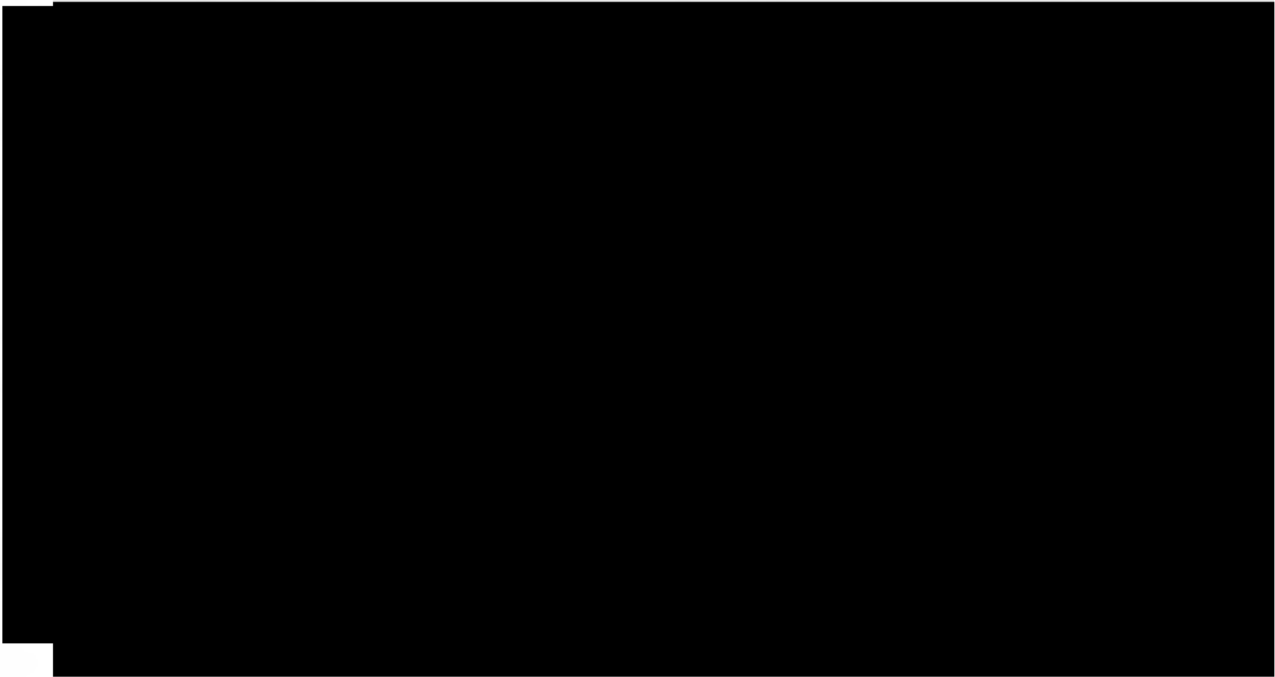
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Furlough employees for up to 40 hours per year. (MOU)

YRC
Side Letter of Agreement
Page Two

SECTION 33. TERM OF AGREEMENT

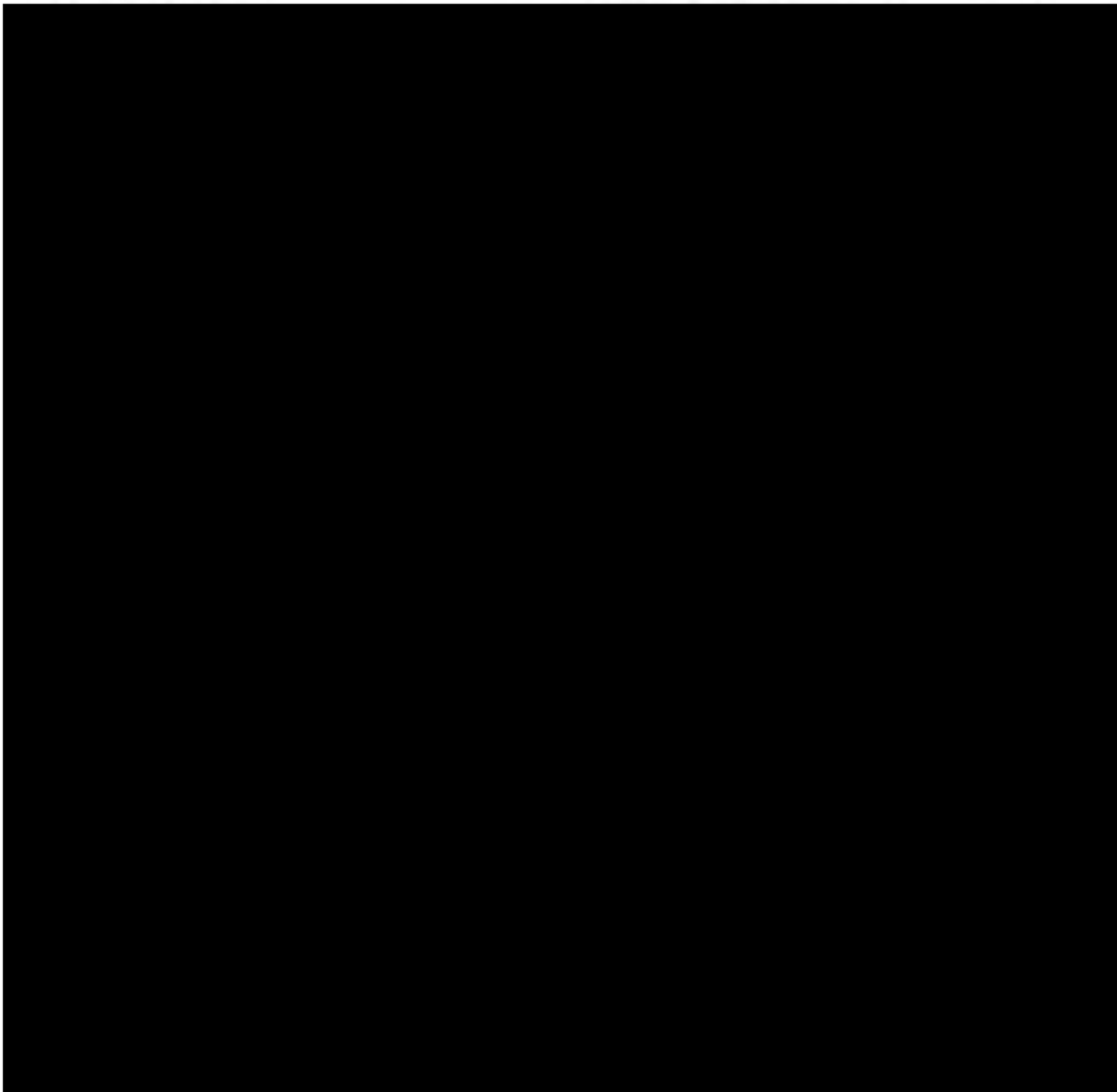
Two year extension of the current contract, (June 1, 2013 – May 31, 2015) with the understanding that if the IBT extends their current agreement the OPEIU will mirror that extension through May 31st of the year the IBT contract runs to.



YRC
Tentative Agreement
Page Two

SECTION 33. TERM OF AGREEMENT

Two year extension of the current contract, (June 1, 2013 – May 31, 2015) with the understanding that if the IBT extends their current agreement the OPEIU will mirror that extension through May 31st of the year the IBT contract runs to.



AGREEMENT

WS0183

Between

**SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL**

And

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

September 1, 2014 - August 31, 2016



ARTICLE 33. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2014 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.

SANTA CLARA & SAN BENITO COUNTIES OFFICE & PROFESSIONAL EMPLOYEES
BUILDING & CONSTRUCTION TRADES INTERNATIONAL UNION, LOCAL 29
COUNCIL

By: _____

Jos

Ch

Date: _____

K.G/ln(BT
cwa:9415/

ARTICLE 12. PENSION 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.

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 twenty-five cents (\$5.25) per hour, effective September 1, 2009. To be eligible for participation in the Plan, an employee, for the purposes of this Article, shall mean: "Any employee on the payroll on the first (1st) day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter," the sum of Five Dollars and twenty-five cents (\$5.25) per hour shall be paid by the Employer effective September 1, 2009.

The employer shall continue to contribute the sum of Five Dollars and twenty-five cents (\$5.25), plus the supplemental rate.

**SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL**

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

By: _____

Date _____

KG/lm
cwa:94

WS 0183 ✓

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU, Local 29, the "Union; and
SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL, the "Employer"

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

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

Effective Date: 9/1/2012

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.

EMPLOYER APPROVAL

UNION APPROVAL



AGREEMENT

Between

SACRAMENTO CENTRAL LABOR COUNCIL

And

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

November 1, 2013 – October 31, 2016



ARTICLE XIV. EMPLOYEES HOSPITALIZATION, DENTAL DRUG & MAJOR MEDICAL

The Employer agrees to pay the Plan IVa premium on each employee and dependents for the Office & Professional Employees Welfare Fund, which includes Kaiser Group and Blue Shield, \$20,000 Life Insurance, dental plan without orthodontia, vision care, accidental death and dismemberment disability. 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. According to the policies of the Trust it shall notify the Employer after the annual rates have been adjusted.

Any additional health and welfare benefits provided under this Plan or any new Plan shall be paid for by the employees. Eligible employees are those who have been paid not less than seventy (70) hours in the previous calendar month.

In the event the members qualify for the Retiree Health & Welfare coverage this Agreement shall be reopened for negotiations of this benefit.

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.

ARTICLE XV. PENSION PLAN

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

Employer to maintain current pension contributions of Three Dollars and sixty cents (\$3.60) per hour for the duration of this Agreement.

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 Fund.

ARTICLE XXI. DURATION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals this _____ day of _____ 20__.

**SACRAMENTO CENTRAL LABOR
COUNCIL**

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

lm(sacclc2013)
cwa:9415/afl-cio

(29)
WS 1157

**Western States Office and Professional Employees
Pension Fund
Employer Participation Agreement**

FEB 05 2013

This Employer Participation Statement ("Statement") is an important document and should be kept with your permanent records. This Statement confirms your participation in the Plan¹. Your contributions to the Plan funds pension benefits for eligible Participants.

1. Employer Making Contributions.

Name: Sacramento Central Labor Council
Contract Person: Teresa Villasenor
Address: 2840 El Centro Road, #111
City, State & Zip: Sacramento, CA 95833
Telephone: 916-927-9772

2. Local Information.

Employer has a collective bargaining agreement ("CBA") with a local union of the Office and Professional Employees International Union ("OPEIU") which requires the Employer to contribute to the Plan for Employer's employees. A copy of the CBA language is enclosed.

3. Coverage.

This Agreement applies to the following (check applicable box(es)):

- ☒ Bargaining unit employees.
☐ Nonbargaining unit employees described as follows:

4. Participation Terms. All Employers making contributions to the Plan are subject to the following terms and conditions:

- 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 available from the Trust office or from the Plan's website:
<http://www.wsp.aibpa.com>:

A&I Benefit Plan Administrators, Inc.,
1220 S.W. Morrison St, Suite 300, Portland, OR 97205-2222
Toll-Free: (800) 413-4928 Local (Oregon): (503) 222-7694

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

- b. All Employers are subject to Plan administrative rules and policies, which are available from the Plan's website or from the Trust office. Documents relating to the Plans' funding status under the Pension Protection Act and the Plan's rehabilitation plan are also available from the website or from the Trust office.
- c. Participating employers are required to 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.
- d. If an Employer provides a qualified retirement plan for employees not covered by this Plan, Employer is solely responsible for complying with applicable requirements under the Internal Revenue Code and/or ERISA (as currently stated or as amended in future). The Plan will provide reasonable assistance to Employer, if requested.
- e. Employer agrees to make contributions at the rate now in effect under the CBA, or as subsequently amended. The contribution rate must be the same for bargaining unit participants and non-bargaining unit participants.
- f. Employer agrees 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 agrees to waive the statute of limitations on Plan audits.

AP

Sig

Th

Ad

² The Board of Trustees acts as the "Plan Administrator" under the Employee Retirement Income Security Act of 1974, as amended.

OP 29
WS 1147

RECEIVED
MAR 30 2015

**TRADE UNION OFFICE AGREEMENT
SAN JOAQUIN COUNTY**

**SAN JOAQUIN & CALAVERAS COUNTIES
ELECTRICAL JOINT APPRENTICESHIP COMMITTEE**

AND

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

November 1, 2013 - October 31, 2017



ARTICLE XIII. PAY IN LIEU OF NOTICE

- (a) 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. It shall be a reciprocal obligation and matter of good faith on the part of the employee to give two (2) weeks' notice in writing to the employing Union in case of an intended resignation. This Article shall not apply to any employee discharged for due and just cause such as dishonesty, drunkenness, immoral conduct or insubordination.
- (b) In the event an employee's services shall be terminated after six (6) months' employment, s/he shall be entitled to prorated vacation pay from the employing Union in addition to said two (2) weeks' notice.

ARTICLE XIV. HEALTH & WELFARE INSURANCE

All 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 Office & Professional Employees Welfare Fund, premium to be paid by the Employer. This plan shall include Kaiser group 328 plan or United Health Care plan, Dental without orthodontia, Vision Care, Accidental Death and Disability and Life Insurance for the employee of Twenty Thousand Dollars (\$20,000.00). 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.

All employees who were employed on a part-time basis at the time of the expiration of the previous Agreement shall have their health and welfare premiums fully paid by their Employer for the term of their employment, without consideration of qualifying hours.

In the event an office employee is covered by the individual Employer's health and welfare plan, it must be comparable to the Office & Professional Employees Welfare Fund.

ARTICLE XV. PENSION PLAN

All employees shall be covered by the Western States Pension Plan. Effective June 1, 2000, the Employer's contribution shall be \$3.15 per hour paid.

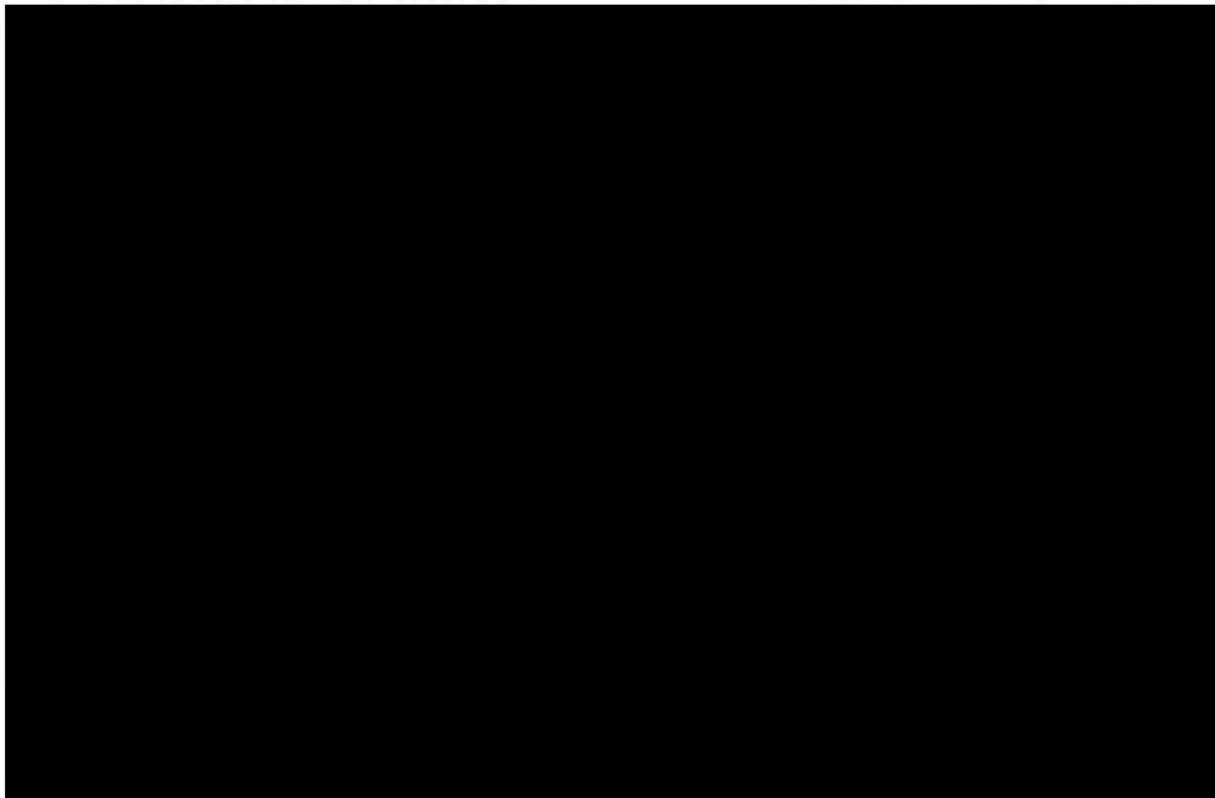
ARTICLE XVI. ADMITTANCE OF UNION REPRESENTATIVES TO OFFICE OF EMPLOYING UNION

The Union Representative of the Office & Professional Employees Union, Local 29 shall have the right to contact the employees at work with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this first (1st) day of November, 2013.

**SAN JOAQUIN & CALAVERAS
COUNTIES ELECTRICAL JOINT
APPRENTICESHIP COMMITTEE**

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



DLW/lm(ewr59017)
cwa:9415/afl-cio

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

FEB 14 2011

29-1147

**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: San Joaquin + Calaveras County Electrical JATC
Contract Person: David Brooks / Kim Blades
Address: 1531 E / Pinal Drive
City, State & Zip: Stockton CA 95205
Telephone: 209-462-0751

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACCEPTED BY THE PARTICIPATING EMPLOYER

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

WS 1147

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 30 2012

OPEIU 29

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

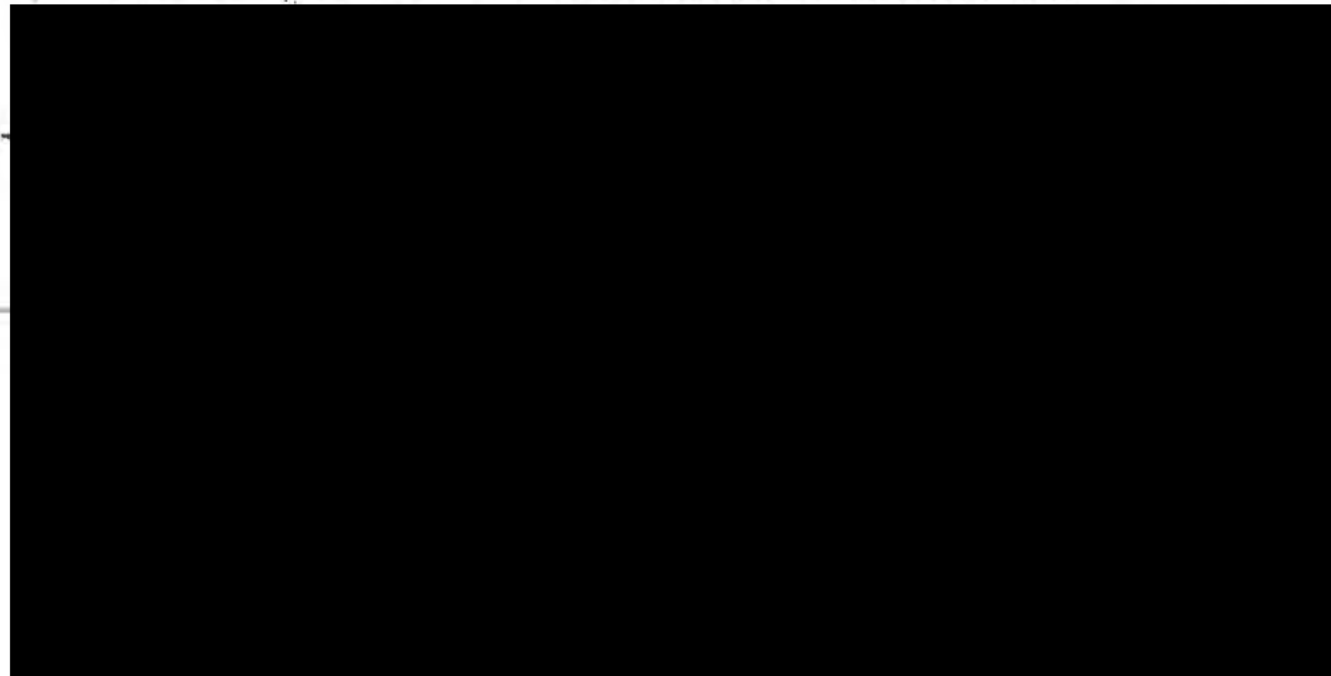
Parties: OPEIU LOCAL 29, the "Union; and
San Joaquin & Calaveras Counties
Electrical Training & Educational Trust, the "Employer"

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: July 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.
- 

RECEIVED

NOV 30 2012

OPEIU 29**SIDE LETTER OF AGREEMENT***between***OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29,
AFL-CIO, CLC***and***SAN JOAQUIN & CALAVERAS COUNTIES ELECTRICAL JOINT APPRENTICESHIP
COMMITTEE****ARTICLE XV. PENSION PLAN**

Effective July 1, 2012, 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.

**SAN JOAQUIN & CALAVERAS
COUNTIES ELECTRICAL JOINT
APPRENTICESHIP COMMITTEE****OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29,
AFL-CIO, CLC**

KG/lm(SanJoaquinElectricalJATC LOApension2012)
cwa:9415/gf-cjo

AGREEMENT

Between

**SANTA CLARA COUNTY ELECTRICAL
JOINT APPRENTICESHIP TRAINING
COMMITTEE**

And

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

September 1, 2015 - August 31, 2018



ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Plan, for the account of each eligible employee working under this Agreement, the sum of Four Dollars and three cents (\$4.03) per hour, effective September 1, 2006. 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 day of the calendar month, and who works more than seventy (70) hours each succeeding and consecutive calendar month thereafter."

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

The Employer shall pay contributions 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.

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

ARTICLE 13. DISCIPLINE AND DISCHARGE

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

Any employee in the service of the Employer for a period of one (1) month to six (6) months who may be discharged or laid off shall be given three (3) days' notice or pay in lieu thereof. After six (6) months and up to two (2) years' continuous employment with

ARTICLE 32. SAVINGS CLAUSE

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

ARTICLE 33. DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from September 1, 2015 until August 31, 2018, and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. If notice of desire to change or modify the Agreement is given, negotiations shall be reopened in order to revise any section of the Agreement that may arise during negotiations. If no agreement on the changes or modifications is reached prior to the expiration date of this Agreement, the Agreement will automatically expire and terminate as of August 31, 2018, unless the parties mutually agree to extend the term of the Agreement pending further negotiations. Any changes agreed upon shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

**SANTA CLARA COUNTY ELECTRICAL
JOINT APPRENTICESHIP
AND TRAINING COMMITTEE**

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

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

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

WESTERN STATES OFFICE AND PROFESSIONAL EMPLOYEES PENSION FUND

AGREEMENT TO ADOPT REHABILITATION PLAN

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

Parties: OPEIU 29, the "Union; and
Santa Clara County Electrical 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:

Sept 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.

FEB 21 2013

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

29-1127

**Employer
Participation Agreement** MAR 04 2011

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

1. Employer Information.

Name: SANTA CLARA ELECTRICAL JATC
Contract Person: DANIEL ROMERO
Address: 908 BERN CT
City, State & Zip: SAN JOSE CA 95112
Telephone: (408) 453-1022

2. Local Information.

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

3. Participation.

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

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

4. Coverage.

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

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

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

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

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

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

b. Employer is doing business under the following name(s) (attach separate page if more space is needed): SANTA CLARA COUNTY ELECTRICAL JATC

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

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

4 employees covered by the collective bargaining agreement; and

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

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

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

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

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

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

MAR 04 2011

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

APPROVAL OF PARTICIPATION AGREEMENT

APPROVED AND ACC

EMPLOYER SIGNATURE: _____

Print Name: _____

Title: _____

Date Signed: _____

APPROVED AND A

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____

CO-CHAIR SIGNATURE: _____

Print Name: _____

Date Signed: _____



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.